#### DUPLICATE

## FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D.C.

Hereby certifies that the deposits of each depositor in



are insured to the maximum amount provided by the Federal Deposit Insurance Act



No: **57056** 

In testimony whereof, witness my signature and the seal of the

Corporation this 1ST day of MARCH, 2001

CHAIRMAN OF THE BOARD OF DIRECTORS

U.S. v. Shibley CR20-174 JCC Government Exhibit No. 211 Admitted \_

#### Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 2 of 282



#### **Federal Deposit Insurance Corporation**

# 550 17th Street, NW WASHINGTON, DC 20429

#### **Financial Institution Structure Report**

#### **Excerpt From FDIC Records**

Institution Name: Celtic Bank

268 South State Street, Suite 300

Salt Lake City, UT 84111 - 0000

Insurance Date: 03/1/2001

Certificate #: 57056

Registration Date:

Official Mailing Address: 268 South State Street, Suite 300

Salt Lake City, UT 84111 - 0000

Class: Insured Commercial Banks, State, Not Members of FRS

Active: Active
Status: Historical

Former Bank Name(s):

#### **ACTION DATE**

03/01/2001 - Celtic Bank, Salt Lake City, UT was admitted to membership in the FDIC

06/13/2001 - Main office relocated to 340 East 400 South , Salt Lake City, UT

08/28/2009 - Main office relocated to 340 East 400 South, Salt Lake City, UT

04/09/2012 - Main office relocated to 268 South State Street, Suite 300 , Salt Lake City, UT

**EXHIBIT A** 

#### DUPLICATE

## FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D.C.

Hereby certifies that the deposits of each depositor in



are insured to the maximum amount provided by the Federal Deposit Insurance Act



No: 34444

In testimony whereof, witness my signature and the seal of the

Corporation this 6TH day of APRIL, 2011

CHAIRMAN OF THE BOARD OF DIRECTORS

U.S. v. Shibley CR20-174 JCC Government Exhibit No. 212 Admitted \_

#### Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 4 of 282



#### **Federal Deposit Insurance Corporation**

# 550 17th Street, NW WASHINGTON, DC 20429

#### **Financial Institution Structure Report**

#### **Excerpt From FDIC Records**

Institution Name: Customers Bank

99 Bridge St

Phoenixville, PA 19460 - 0000

Insurance Date: 06/26/1997

Certificate #: 34444

Registration Date:

Official Mailing Address: 513 Kimberton Road

Phoenixville, PA 19460 - 0000

Class: Insured Commercial or Savings Banks, State, Members FRS

Active: Active
Status: Historical

Former Bank Name(s): New Century Bank

#### ACTION DATE

06/26/1997 - New Century Bank, Phoenixville, PA was admitted to membership in the FDIC

06/30/2002 - Main office relocated to 513 Kimberton Road , Phoenixville, PA

04/06/2011 - Title changed to Customers Bank

04/06/2011 - Main office relocated to 99 Bridge St, Phoenixville, PA

**EXHIBIT A** 

## FEDERAL DEPOSIT INSURANCE CORPORATION

WASHINGTON, D.C.

Hereby certifies that the deposits of each depositor in



are insured to the maximum amount provided by the Federal Deposit Insurance Act



No: **28330** 

In testimony whereof, witness my signature and the seal of the

Corporation this 6TH day of APRIL, 2009

CHAIRMAN OF THE BOARD OF DIRECTORS

U.S. v. Shibley CR20-174 JCC

Government Exhibit No. 213 Admitted



# Federal Deposit Insurance Corporation 550 17th Street, NW WASHINGTON, DC 20429

#### **Financial Institution Structure Report**

#### **Excerpt From FDIC Records**

Institution Name: TCF National Bank

2508 South Louise Avenue Sioux Falls, SD 57106 - 4331

Insurance Date: 03/25/1936
Certificate #: 28330

Registration Date:

Official Mailing Address: 801 Marquette Avenue Legal Department, Mail Code Exo-01-A

Minneapolis, MN 55402 - 0000

Class: Insured Commercial Bank, National, Member FRS

Active: Inactive Status: Current

Former Bank Name(s): TCF Bank Minnesota, fsb

TCF Bank Savings FSB

TCF Banking and Savings, FA TCF National Bank Minnesota

#### **ACTION DATE**

06/30/1986 - Title changed to TCF Banking and Savings, FA

09/13/1993 - Title changed to TCF Bank Minnesota, fsb

04/07/1997 - Converted to an insured state member bank

04/07/1997 - Title changed to TCF National Bank Minnesota

04/01/2000 - Title changed to TCF National Bank

04/08/2003 - Main office relocated to 200 Lake Street East, Wayzata, MN

04/06/2009 - Main office relocated to 2508 South Louise Avenue, Sioux Falls, SD

06/09/2021 - Merged under the charter and title of The Huntington National Bank, Columbus, OH

The Honorable John C. Coughenour 3 4 UNITED STATES DISTRICT COURT FOR THE 5 WESTERN DISTRICT OF WASHINGTON AT SEATTLE 6 7 8 UNITED STATES OF AMERICA. NO. CR20-174JCC 9 Plaintiff, STIPULATION 10 V. 11 ERIC SHIBLEY. 12 Defendant. 13 14 15 The United States of America and the Defendant, Eric Shibley, hereby stipulate 16 and agree to the following facts. 17 On June 10, 2020, Defendant Eric Shibley was served with subpoenas for 1. 18 documents from a federal grand jury sitting in the District of Columbia. 19 The subpoenas requested documents related to the business operations of 20 ES1 LLC, SS1 LLC, The A Team Holdings LLC, Dituri Construction LLC 21 and Eric R Shibley MD PLLC. 22 2. Working through his attorney, Eric Shibley provided the following 23 documents in response to the subpoena via email: 24 a. Certificates of Formation for ES1 LLC, SS1 LLC, The A Team 25 Holdings LLC, and Eric R Shibley MD PLLC; 26 27 STIPULATION - 1 U.S. v. Eric Shibley, CR20-174JCC UNITED STATES AFTORNEY

U.S. v. Shibley CR20-174 JCC Government Exhibit No. 225 Admitted 700 STEWART STREET, STE 5220 SEATTLE, WASHINGTON 98101 (206) 553-7970

1	
2	b. Operating Agreements for ES1 LLC, SS1 LLC, The A Team Holdings
3	LLC, Dituri Construction LLC and Eric R Shibley MD PLLC;
4	c. A Purchase Agreement for Dituri Construction LLC, dated May 9, 2020;
5	d. Internal Revenue Service Form W-3 (Transmittal of Wage and Tax
6	Statements) for SS1 LLC dated April 22, 2020;
7	e. Internal Revenue Service Form W-3 (Transmittal of Wage and Tax
8	Statements) for ES1 LLC dated April 22, 2020; and
9	f. Internal Revenue Service Form W-3 (Transmittal of Wage and Tax
10	Statements) for Eric R. Shibley MD PLLC dated April 24, 2020.
11	g. SS1 LLC Form 941 Employer's Quarterly Federal Tax Return (4th
12	Quarter 2019);
13	h. A Team Holding, LLC Form 941 Employer's Quarterly Federal Tax
14	Return (4th Quarter 2019);
15	i. SS1 LLC Form 941 Employer's Quarterly Federal Tax Return (1st
16	Quarter 2020);
17	j. A Team Holding, LLC Form 941 Employer's Quarterly Federal Tax
18	Return (1st Quarter 2020);
19	k. Dituri Construction1 LLC Form 941 Employer's Quarterly Federal Tax
20	Return (1st Quarter 2020);
21	<ol> <li>SFC LLC Form 941 Employer's Quarterly Federal Tax Return (1st</li> </ol>
22	Quarter 2020);
23	m. Eric Shibley MD, PLLC Form 941 Employer's Quarterly Federal Tax
24	Return (1st Quarter 2020);
25	n. ES1 LLC Form 941 Employer's Quarterly Federal Tax Return (1st
26	Quarter 2020);
27 STIPUI	LATION - 2
	Eric Shibley, CR20-174JCC
	UNITED STATES ATTORNEY

1		
2		o. Certificate of Existence for SFC LLC;
3		p. Business Information for SFC LLC;
4		q. Operating Agreement for SFC LLC;
5		r. IRS Form W-3 form (Transmittal of Wage and Tax Statement) for SFC
6		LLC, dated April 24, 2020;
7		s. Photograph of Washington State Driver License of Eric Shibley;
8		t. PPP Borrower Application Form for Dituri Construction LLC, dated
9		June 4, 2020;
10		u. PPP Borrower Application Form for ES1 LLC, dated April 15, 2020;
11		v. PPP Borrower Application Form for The A Team Holding LLC, dated
12		April 15, 2020;
13		w. PPP Borrower Application Form for SS1 LLC, dated April 20, 2020;
14		x. PPP Borrower Application Form for Eric Shibley MD PLLC, dated
15		April 24, 2020;
16		y. PPP Borrower Application Form for SFC LLC, dated April 25, 2020;
17		z. Wells Fargo bank statements for Eric Shibley MD PLLC, acct
18		#3220067247;
19		aa. Wells Fargo bank statements for ES1 LLC, acct #7621559124;
20		bb. Wells Fargo bank statements for ES1 LLC, acct #3365602378;
21		cc. Wells Fargo bank statements for Eric Shibley MD PLLC, acct
22		#6621617262;
23		dd. Redacted email string re: SS1 LLC loan application; and
24		ee. Eric Shibley email to Mario Davis, dated June 25, 2020.
25	3.	Eric Shibley produced no other documents in response to the subpoenas.
26		
	PULATION L. v. Eric	N-3 Shibley, CR20-174JCC

1	
2	4. The production of the
3	Washington when the
2 3 4 5 6 7	5. All of the documents
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6	DATED this 14 day of 2
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27	STIPULATION - 4
	U.S. v. Eric Shibley, CR20-174JCC

ese documents occurred in the Western District of ey were sent via email.

listed in Paragraph 2 are attached to this stipulation.

June , 2021.

> By: Laura Connelly Brian Werner U.S. Department of Justice

Defendant Eric Shibley

Michael C. Nance, WSBA #13933

Attorney for Defendant Eric Shibley



I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

#### CERTIFICATE OF FORMATION

to

#### ES1 LLC

a/an WA Limited Liability Company. Charter documents are effective on the date indicated below.

Date: 10/25/2012

UBI Number: 603-248-905

U.S. v. Shibley
CR20-174 JCC

CR20-174 JCC Government Exhibit No. 225

Date Issued: 6/19/2015

Kim Wyman, Secretary of State

Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-01-2012

Employer Identification Number: 5849

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

ES1 LLC ERIC R SHIBLEY SOLE MBR 4425 MERIDIAN AVE N 6 MARYSVILLE, WA 98271

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 5849. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

#### IMPORTANT REMINDERS:

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 13 of 282

(IRS USE ONLY) 575G

11-01-2012 ES1L O 9999999999 SS-4

Keep this part for your records. CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 11-01-2012

EMPLOYER IDENTIFICATION NUMBER:

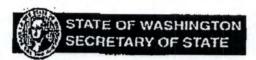
FORM: SS-4

5849

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 hladdddaladddddladlaaddaaddddd

ES1 LLC ERIC R SHIBLEY SOLE MBR 4425 MERIDIAN AVE N 6 MARYSVILLE, WA 98271

Page 1 of 2



Limited Liability Company See attached detailed instructions

☐ Filing Fee \$180.00

☑ Filing Fee with Expedited Service \$230.00

002 728-1-179
\$230.00 R
\$230.00 R
\$2411830

FILED
SECRETARY OF STATE
SAM REED

OCTOBER 25, 2012
STATE OF WASHINGTON

UBI Number: 603 248 905

CERTIFICATE OF FORMATION

Chapter 25.15 RCW

	ME OF LIMITED LIABILITY COMPANY:		•	
	(Must contain one of the following designations: L abbrevia	imited Liability Company, L tions: L.L.C. or LLC)	imited Liability Co	or one of these
	A	RTICLE 2		
	RESS OF THE PRINCIPAL PLACE OF BUS		1444	
Street Address 4425 Meridian Ave. N. #6			State_VVA	_ <sub>Zip</sub> _98271
		City	State	_Zip
		RTICLE 3		
	ECTIVE DATE OF FORMATION: (Please chec	k <u>one</u> of the following)		
<b>C</b> A	Upon filing by the Secretary of State			
M				TED the Contillanta
	Specific Date:(Specific Of Formation has been filed by the Office of the		within 90 days AF	TER the Certificate
	of Formation has been filed by the Office of the		within 90 days AF	TER the Certificate
_	of Formation has been filed by the Office of the	RTICLE 4	within 90 days AF	TER the Certificate
⊠ □ TEN	of Formation has been filed by the Office of the	RTICLE 4	within 90 days AF	TER the Certificate

Washington LLC - Formation

Washington Secretary of State

Revised 07/10

Page 1 of 2



## Limited Liability Company See attached detailed instructions

☐ Filing Fee \$180.00

☑ Filing Fee with Expedited Service \$230.00

3/25/32 7284479-002 2284479 \$230.00 R This Box For Office Use Only tid: 2411830 **FILED** SECRETARY OF STATE SAM REED OCTOBER 25, 2012

**UBI** Number:

603 248 905

STATE OF WASHINGTON

#### CERTIFICATE OF FORMATION

Chapter 25.15 RCW

#### **ARTICLE 1**

NAME OF LIMITED LIABILITY COMPANY: ES1 LLC

> (Must contain one of the following designations: Limited Liability Company, Limited Liability Co or one of these abbreviations: L.L.C. or LLC)

		RTICLE 2		
	RESS OF THE PRINCIPAL PLACE OF BUSI			- 09271
Stree	at Address 4425 Meridian Ave. N. #6			<sub>Zip_</sub> 98271
PO E	3ox	City	State	_Zip
	A	RTICLE 3		
EFFE	ECTIVE DATE OF FORMATION: (Please check	k <u>one</u> of the following)		
$\boxtimes$	Upon filing by the Secretary of State			
	Specific Date: (Specific of Formation has been filed by the Office of the		e within 90 days Af	TER the Certificate
	A	RTICLE 4		
TEN	URE: (Please check one of the following and Indic	ate the date if applicable)		
X	Perpetual existence			
	Specific term of existence			

Washington LLC - Formation

Washington Secretary of State

Revised 07/10

Page 2 of 2	ARTICLE 6	-		
THE LIMITED LIABILITY COMPANY IS I	_	Members	or 🗆 Man	agers
	ARTICLE 6			
NAME AND ADDRESS OF THE WASHIN Name: Eric R. Shibley	IGTON STATE REGISTER	RED AGENT:		
Physical Location Address (required):				
City Marysville	WA Zi	ip Code		
Mailing or Postal Address (optional):				
City		Ip Code		
CONSENT I I consent to serve as Registered Agent in the Company. I understand it will be my respond Liability Company; to forward mail to the Li	TO SERVE AS REGISTER the State of Washington for naibility to accept Service of imited Liability Company; as Registered Office Address	RED AGENT: or the above no of Process on and to immedias.	amed Limited L	mitad
CONSENT I I consent to serve as Registered Agent in the Company. I understand it will be my respon Liability Company; to forward mail to the Liability resign or change the	the State of Washington for naibility to accept Service of imited Liability Company; as Registered Office Address Eric R.	RED AGENT: or the above no of Process on and to immedi s. Shibley	amed Limited L behalf of the L ately notify the	mitad
CONSENT I I consent to serve as Registered Agent in the Company. I understand it will be my respondible to the Liability Company; to forward mail to the Liability Company;	the State of Washington for naibility to accept Service of imited Liability Company; as Registered Office Address Eric R.	RED AGENT: or the above no of Process on and to immedi s. Shibley	amed Limited L behalf of the L ately notify the	mited Office of the
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CONSENT I I consent to serve as Registered Agent in the Company. I understand it will be my responsibility Company; to forward mail to the Li Secretary of State its resign or change the X  Signature of Registered Agent  NAME, ADDRESS AND SIGNATURE OF (If necessary, ettat)	the State of Washington for naibility to accept Service of imited Liability Company; and Registered Office Address Eric R.  Printed N	RED AGENT: or the above no of Process on and to immedi s. Shibley	amed Limited L behalf of the L ately notify the	mited Office of the
CONSENT To Consent to serve as Registered Agent In a Company. I understand it will be my respond Liability Company; to forward mail to the Liability Company; to forward mail	the State of Washington for naibility to accept Service of imited Liability Company; as Registered Office Address Eric R.  Printed N  ARTICLE 7  EACH EXECUTOR: ch additional names, address can be companied additional names.	RED AGENT: or the above no of Process on and to immedia. Shibley Name	amed Limited L behalf of the L ately notify the	mited Office of the
CONSENT I I consent to serve as Registered Agent in the Company. I understand it will be my responsibility Company; to forward mail to the Lip Secretary of State in resign or change the X Signature of Registered Agent  NAME, ADDRESS AND SIGNATURE OF (If necessary, ettack) Name: Karla Figueroa  Address:	the State of Washington for naibility to accept Service of imited Liability Company; as Registered Office Address Eric R.  Printed No.  ARTICLE 7  EACH EXECUTOR: ch additional names, address	RED AGENT: or the above no of Process on and to immedias. Shibley Name	amed Limited L behalf of the L ately notify the	mited Office of the 22/2612 Date
CONSENT To Consent to serve as Registered Agent In a Company. I understand it will be my respond Liability Company; to forward mail to the Liability Company; to forward mail	the State of Washington for naibility to accept Service of imited Liability Company; as Registered Office Address Eric R.  Printed No.  ARTICLE 7  EACH EXECUTOR: ch additional names, address of perjury, and is, to the persuase of perjury, and is, to the challes of perjury.	RED AGENT: or the above no of Process on and to immedias. Shibley Name	amed Limited L behalf of the L ately notify the  ////  res)  CA Zip Coo nowledge, true ar	mited Office of the 22/2572 Date
CONSENT I I consent to serve as Registered Agent in the Company. I understand it will be my responsibility Company; to forward mail to the Lip Secretary of State in resign or change the X  Signature of Registered Agent  NAME, ADDRESS AND SIGNATURE OF (If necessary, ettact) Name: Karla Figueroa  Address:  This document is hereby executed under page 1.	the State of Washington for naibility to accept Service of imited Liability Company; as Registered Office Address Eric R.  Printed No.  ARTICLE 7  EACH EXECUTOR: ch additional names, address address address address address and a company, and is, to the Karla Figueroa	RED AGENT: or the above no of Process on and to immedia. Shibley Name  State the best of my kinds of the best of t	amed Limited L behalf of the L ately notify the  ICT 2  Tes)  CA Zip Coo nowledge, true ar  2 323-962-8	mited Office of the 22/2612 Date
CONSENT To consent to serve as Registered Agent In a Company. I understand it will be my respond Liability Company; to forward mail to the Liability Company; and the Liability Company; to forward mail to the Liability Company; and the Liability Company; to forward mail to to forward mai	the State of Washington for naibility to accept Service of imited Liability Company; as Registered Office Address Eric R.  Printed No.  ARTICLE 7  EACH EXECUTOR: ch additional names, address of perjury, and is, to the persuase of perjury, and is, to the challes of perjury.	RED AGENT: or the above no of Process on and to immedias. Shibley Name	amed Limited L behalf of the L ately notify the  ////  res)  CA Zip Coo nowledge, true ar	mited Office of the 22/2512 Date
CONSENT I I consent to serve as Registered Agent in the Company. I understand it will be my responsibility Company; to forward mail to the Lip Secretary of State in resign or change the X  Signature of Registered Agent  NAME, ADDRESS AND SIGNATURE OF (If necessary, ettack) Name: Karla Figueroa  Address:  This document is hereby executed under poximity to the content of the conte	the State of Washington for naibility to accept Service of imited Liability Company; as Registered Office Address Eric R.  Printed No.  ARTICLE 7  EACH EXECUTOR: ch additional names, address address address address address and a company, and is, to the Karla Figueroa	RED AGENT: or the above no of Process on and to immedia. Shibley Name  State the best of my kinds of the best of t	amed Limited L behalf of the L ately notify the  ICT 2  Tes)  CA Zip Coo nowledge, true ar  2 323-962-8	Imited Office of the 22/2612 Date

Washington LLC - Formation

X\_ Signature of Executor

Washington Secretary of State

Date

Printed Name

Revised 07/10

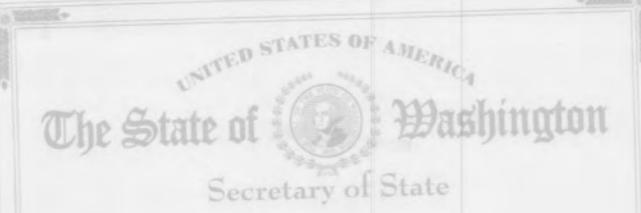
Phone

#### Attachment to Articles of Organization

For

#### ES1 LLC

The personal liability of the members of the Limited Liability Company for monetary damages for breach of fiduciary duty shall be eliminated to the fullest extent permissible under Washington law. The Limited Liability Company is authorized to indemnify its members and managers to the fullest extent permissible under Washington law.



I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

## CERTIFICATE OF FORMATION

to

#### SS1 LLC

a/an WA Limited Liability Company. Charter documents are effective on the date indicated below.

Date: 10/3/2017

UBI Number: 604-175-163



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Kimi Wyman, Secretary of State

Date Issued: 10/9/2017

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OR 45999-0023

Date of this notice: 04-20-2020

Employer Identification Number: 7509

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE,

SS1 4700 36TH AVE SW SEATTLE, WA 98126

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 509. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

FORTM 941 04/30/2020 FORTM 940 01/31/2021 FORTM 1120 04/15/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

#### IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

(IRS USE ONLY) 575A

04-20-2020 SSI B 999999999 SS-4

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes Instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EPTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

#### IMPORTANT REMINDERS:

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SS1. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575A

04-20-2020 SS1 B 999999999 SS-4

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 04-20-2020

EMPLOYER IDENTIFICATION NUMBER: NOBOD FORM: SS-4

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 Idaddddddddddddddddddddddddddddd 4700 36TH AVE SW SEATTLE, WA 98126

#### Operating Agreement

#### SS1 LLC, a Washington Limited Liability Company

THIS OPERATING AGREEMENT of SS1LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

The Members have formed the Company as a Washington limited liability company under the Washington Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Washington. The Members hereby adopt and approve the certificate of formation of the Company filed with the Washington Secretary of State.

The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

#### ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Washington Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, decreased by any distributions made by the Company to such Member, and otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," 
"Exhibit B," and so forth, as such document may be amended, updated, or replaced 
from time to time according to the terms of this Agreement.

"Manager" means each Person who has authority to manage the business and affairs of the Company pursuant to this Agreement; such Persons are listed on Exhibit B, as may be updated from time to time according to the terms of this Agreement. A Manager may be, but is not required to be, a Member.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be eJltitled as provided in this Agreement and under the Washington Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
  - (1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by
  - (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

    Percentage Interest= MU
    TU

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

## ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

- 2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Membel's name on Exhibit A to become a Member of the Company.
- 2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

#### 2.3 Additional Members.

- A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.
- B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruntents, in the form and containing the information required by the Company, that the Managers deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.
- 2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.
- 2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.
- 2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Washington Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

#### ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

- 3.2 Distributions. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Managers in accordance with the Washington Limited Liability Company Act.
- 3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:
- A. The Company would be unable to pay its debts as they become due in the usual course of business; or
- B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

#### ARTICLE 4: MANAGEMENT

#### 4.1 Management.

- A. Generally. Subject to the terms of this Agreement and the Washington Limited Liability Company Act, the business and affairs of the Company will be managed by the Board of Managers, as further described below. The Members initially nominate and elect the Person(s) set forth on Exhibit B to serve as the Manager(s) of the Company. The Managers will act under the direction of the Members and may be elected or removed at any time, for any reason or no reason, by the Members holding a majority of the Voting Interest of the Company. Exhibit B must be amended to reflect any changes in Managers.
- B. Approval and Action. Unless greater or other authorization is required pursuant to this Agreement or under the Washington Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by a majority of Managers, to constitute the act of the Company or serve to bind the Company, but if the Managers cannot reach a majority vote, the dispute will be submitted to the Members to be resolved by the affirmative vote of the Members holding at least a majority of the Voting Interest of the Company. With such approval, the signature of any Managers authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved.

Without such approval, no Managers acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

- C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause Babove, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:
  - A material change in the purposes or the nature of the Company's business;
  - (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
  - (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
  - (iv) The amendment of this Agreement.
- 4.2 Meetings of Managers. Regular meetings of the Managers are not required but may be held at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference call, or by any other means permitted under the Washington Limited Liability Company Act. In addition, Company actions requiring a vote may be carried out without a meeting if all of the Managers consent in writing to approve the action.
- 4.3 Officers. The Managers are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Managers determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Managers; or (b) the officer is dismissed or terminated by the Managers, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Managers, and may be terminated, at any time and for any reason, by the Managers.

### ARTICLE 5: ACCOUNTS AND ACCOUNTING

- 5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.
- 5.2 Records. The Managers will keep or cause the Company to keep the following business records.
  - (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
  - (ii) A copy of the Company's federal, state, and local tax in.formation and income tax returns and reports, if any, for the six most recent taxable years;
  - (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
  - (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.
- 5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and rep or ts anda copy of the Company's federal, state, and local tax information or income tax return S and reports for such year.
- 5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

- 5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.
- 5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Managers are authorized to establish such accounts and complete, sign, and de live r any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

#### ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Washington Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c))or required under the Washing ton Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Washington Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Washington Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting. may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to theaction.

## ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amoU11t equal to such Member's Capital Account.

Restrictions on Transfer; Admission of Transferee. A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

#### ARTICLE 8: DISSOLUTION

Dissolution . The Company will be dissolved upon the first to occur of the following events:

The unanimous agreement of all Members in a consent in writing to dissolve the Company;

Entry of a decree of judicial dissolution under Washington Limited Liability Company Act;

At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

Company Agent seeking indemnification) or a majority of the Managers that are not seeking indemnification, as the case may be. Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

#### ARTICLE 10: GENERAL PROVISIONS

- 10.1 Notice. (a)-Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.
- 10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Washington Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members except as otherwise required or permitted by the Washington Limited Liability Company Act.
- 10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Washington. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining

#### EXHIBIT A MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit Accurate and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members

Capital Contribution

Percentage Interest

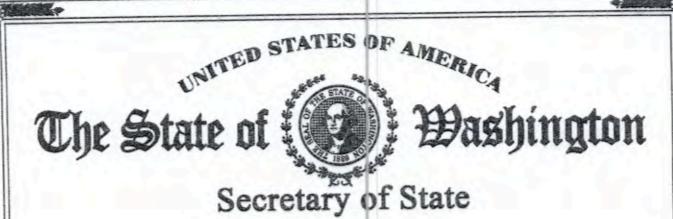
Eric Ryan Shibley Address: 4700 36th Ave. SW Seattle, Washington 98126

100%

IN WITNESS WHEREOF the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 10/03/2077

Signature of Eric Ryan Shibley



I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

#### CERTIFICATE OF FORMATION

to

#### THE A TEAM HOLDINGS LLC

A WA LIMITED LIABILITY COMPANY, effective on the date indicated below.

Effective Date: 12/10/2018 UBI Number: 604 330 288



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Date Issued: 12/10/2018



Corporations & Charities Division (360) 725 - 0377 | www.sos.wa.gov/corps 801 Capitol Way S, Olympia, WA 98504-0234

□ Filing Fee \$180

s Filing Fee with Expedited Service \$230

This Box For Office Use Only

FILED
Secretary of State
State of Washington
Date Filed: 12/10/2018
Effective Date: 12/10/2018
UBI No: 604 330 288

Certificate of Formation Limited Liability Company RCW 25.15

Do you already have a UBI Number? (Check one) of Yes & No f Yes,	provide UBI #
If No, a new UBI# will be issued to you upon successful completion of t	he filing.
If you have previously filed with another state agency (for example, the Department of R Employment Security Department), you may already have a 9 digit UBI Number that yo Sole Proprietorship or General Partnership. If you do not have a UBI Number, p case sel	u can enter above. Please do not enter the UBI Number of a
ENTITY NAME:	
Does the entity have a name reserved? (Check one) D Yes & No	
If Yes, provide the Name Reservation Number and Name If No. provi	de only the name
Reservation Number:	
Name: The A Team Holdings LLC	
For name requirements review the following RCW(s): L mited	Liability Company - RCW 23.95.305 (5)
PERIOD OF DURATION : Please check ONE of the followin;	
■ This Company shall have a perpetual duration (default) □ This Compa	my shall have a duration ofyears.
This Company shall expire on	
EFFECTIVE DATE: Please check ONE of the following:	
B Date of filing D Specify a Date cannot be n	nore than 90 days following received date

Certificate of Formation - Limited Liability Company Pg 1 | Revised 7.2018 Work Order #: 2018120700583230 - 1 Received Date: 12/07/2018

Amount Received: \$230.00

Page: 1 of 5

REGISTERED AGENT:				
Is the Registered Agent a Commercial F	Registered Agent?	□ Yes	■ No	
If Yes, provide the name of the Commercial Registered Age				
A Commercial Registered Agent is an e receive legal documents on behalf of a on record with the office.				the Office of the Secretary of State to gent has the entities/individual's address
A Registered Agent consent is still re	quired for a Comm	nercial E	Registered A	gent located below.
If No, please continue below				
				e the name below the checked box. ling address if needed.
□ Individual	☐ Individual ■ En		Agents, Inc.	☐ Office or Position
First and last name of a Non-commercial Registered Agent. (Any person not registered as a Commercial Registered Agent.)  Name of a Non-commercial (Any business not registered Agent.)			a Commercial	List the Office or Position serves as agent. (Only if using the specific office or position as the registered agent, no matter who holds the position like: Secretary, Member or Treasurer.)
Phone: 866-698-0052	E	mail: "	management@	Dlegalzoom.com
Registered Agent Street Addre (Must be a physical address No PO Country: United States State: V Address: 14205 SE 36th Street, Suite 10	Box or PMB) Vashington		o Check if ma try: <u>United</u>	Agent Mailing Address (optional) iling address is the same as street address  States State: Washington  SE 36th Street, Suite 100 - 288
Zip: 98006 City: Bellevue			98006	City: Bellevue
	d Agent in the State cess, notices, and de of the Secretary of Si	of Wash mands o tate if I	ington for th	nge the Registered Office Address.
Signature of Registered Agent		Printe	d Name/Title	Date

Certificate of Formation - Limited Liability Company Pg 2 | Revised 7.2018

Page: 2 of 5

Work Order #: 2018120700583230 - 1 Received Date: 12/07/2018 Amount Received: \$230.00

Principal Office Street Address (Must be a physical address; No PO Box or P  Address: 4700 36th Ave SW		Mailing Address (optional)  2 Check if mailing address is the same as street address.  Address:		
Zip: 98126 City: Seattle	Zip:	City:		
State: WA Country: USA	State:	_ Country:		
Phone: (optional)	Email: (optional)			
Registered Agent's street/mailing address.  Attention to: Cheyenne Moseley, Legalzoom.com  Email: onlinefilings@legalzoom.com	n, Inc.			
Address: 101 N Brand Blvd., 11th Floor  City Glendale State C	A Zip 91203			
EXECUTOR INFORMATION:	ture required. Attach addition	est of my knowledge, true and correct.		
Signature of Executor	Printed Name/Title	Date		

Amount Received: \$230.00

### Attachment to Articles of Organization

For

The A Team Hold ngs LLC

The personal liability of the members of the Limited Liability Company for monetary damages for breach of fiduciary duty shall be eliminated to the fullest extent permissible under Washington law. The Limited Liability Company is authorized to indemnify its members and managers to the fullest extent permissible under Washington law.

Work Order #: 2018120700583230 - 1

Received Date: 12/07/2018 Amount Received: \$230.00

### Attachment to Articles of Organization

For

The A Team Holdings LLC

The personal liability of the members of the Limited Liability Company for monetary damages for breach of fiduciary duty shall be eliminated to the fullest extent permissible under Washington law. The Limited Liability Company is authorized to indemnify its members and managers to the fullest extent permissible under Washington law.

Work Order #: 2018120700583230 - 1

Received Date: 12/07/2018

Amount Received: \$230.00



## Congratulations:

You have completed the initial filing to create a new business entity. The next step in opening your new business is to complete a Business Liceuse Application. You may have completed this step already. The Business License Application can be completed online or downloaded at:

If you have any questions about the Business License Application, or would like a Business License Application package mailed to you, please call the Department of Revenue at 1-800-451-7985.

If you have questions about annual reports or registered agent requirements, please contact the Corporations Division at 360-725-0377 or visit our website at: <a href="http://www.sos.wa.gov/corps">http://www.sos.wa.gov/corps</a>.

UNITED STATES CORPORATION AGENTS, INC 14205 SE 36TH ST STE 100-288 BELLEVUE WA 98006-1596

## IMPORTANT

Olympia, WA 98504-0234 Tel: 360,725,0377

www.sos.wa.gov/corps

801 Capitol Way South - PO Box 40234

James M. Dolliver Building

To keep your filing status active and avoid administrative dissolution, you must:

- File an Initial Report within 120 days of the date your corporation or limited liability company (LLC) was filed. The date of filing is stated on your certificate. Please go online to file your initial report at www.sos.wa.gos.wa.gov/ccfs.
- File an Annual Report each year before the anniversary of the filing
  date for the entity. The registered agent will be sent notice of the Annual
  Report requirement. It is the corporation or LLC's responsibility to file
  the report on time even if no notice is received.
- 3. Maintain a Registered Agent and registered office in this state. You must file a statement of change or designation of registered agent if there are any changes in your registered agent, agent s address, or registered office address. Failure to file changes with the Corporations Division will result in misrouted mail, and possibly lead to administrative dissolution.

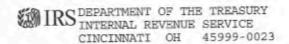
if you have questions please contact our office at: corps@gos.wa.gov, 360-725-0377, or visit our website www.sos.wa.gov/corps.

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18	Has the	applicant entity	shown on line 1 ever app						Z No			
-	11 108	Complete this se	ction only if you want to auth	orize the named in	dividu	al to rec	e ve th	e entity's EIN and	d answer o	questions abou	ut the completion	n of this form.
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form SS-4 (Rev. 12-2017)



A TEAM HOLDINGS LLC ERIC SHIBLEY SOLE MBR 4700 36TH AVE SW SEATTLE, WA 98126 Date of this notice: 02-07-2019

Employer Identification Number: 7088

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 7088. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 720

02/07/2019

After our review of your information, we have determined that you have not filed tax returns for the above-mentioned tax period (s) dating as far back as 2019. Please file your return(s) by 02/22/2019. If there is a balance due on the return(s), penalties and interest will continue to accumulate from the due date of the return(s) until it is filed and paid. If you were not in business or did not hire any employees for the tax period(s) in question, please file the return(s) showing you have no liabilities.

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

(IRS USE ONLY) 575A

02-07-2019 ATEA B 999999999 SS-4

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

#### IMPORTANT REMINDERS:

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this not ce. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is ATEA. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 43 of 282

(IRS USE ONLY) 575A

02-07-2019 ATEA B 999999999 SS-4

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 02-07-2019 ( ) -

EMPLOYER IDENTIFICATION NUMBER: NOBOD FORM: SS-4

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 Idadddddddddddlallaallaaddadddddd A TEAM HOLDINGS LLC ERIC SHIBLEY SOLE MBR 4700 36TH AVE SW SEATTLE, WA 98126

### Operating Agreement

### Dituri Construction LLC, a Washington Limited Liability Company

THISOPERATING AGREEMENT Dituri Construction LLC of (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

- A. The Members have formed the Company as a Washington limited liability company under the Washington Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Washington. The Members hereby adopt and approve the certificate of formation of the Company filed with the Washington Secretary of State.
- B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

### **ARTICLE 1: DEFINITIONS**

Capitalized terms used in this Agreement have the meanings specified in this Article1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Washington Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions,

- (3) decreased by any distributions made by the Company to such Member, and
- (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Manager" means each Person who has authority to manage the business and affairs of the Company pursuant to this Agreement; such Persons are listed on Exhibit B, as may be updated from time to time according to the terms of this Agreement. A Manager may be, but is not required to be, a Member.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified i..n this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be enltitled as provided in this agreement and under the Washington Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
  - (1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by
  - (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

    Percentage Interest=  $\frac{MU}{TU}$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

## ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

- 2.1 Initial Capital Contributions . The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Membel's name on Exhibit A to become a Member of the Company.
- 2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

### 2.3 Additional Members.

- A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.
- B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instrun1ents, in the form and containing the information required by the Company, that the Managers deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.
- 2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.
- 2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.
- 2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Washington Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

### **ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS**

3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

- 3.2 Distributions. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Managers in accordance with the Washington Limited Liability Company Act.
- 3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:
- A. The Company would be unable to pay its debts as they become due in the usual course of business; or
- B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

### **ARTICLE 4: MANAGEMENT**

### 4.1 Management.

- A. Generally. Subject to the terms of this Agreement and the Washington Limited Liability Company Act, the business and affairs of the Company will be managed by the Board of Managers, as further described below. The Members initially nominate and elect the Person(s) set forth on Exhibit B to serve as the Manager(s) of the Company. The Managers will act under the direction of the Members and may be elected or removed at any time, for any reason or no reason, by the Members holding a majority of the Voting Interest of the Company. Exhibit B must be amended to reflect any changes in Managers.
- B. Approval and Action. Unless greater or other authorization is required pursuant to this Agreement or under the Washington Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by a majority of Managers, to constitute the act of the Company or serve to bind the Company, but if the Managers cannot reach a majority vote, the dispute will be submitted to the Members to be resolved by the affirmative vote of the Members holding at least a majority of the Voting Interest of the Company. With such approval, the signature of any Managers authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved.

without such approval, no Managers acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

- C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:
  - (i) A material change in the purposes or the nature of the Company's business;
  - (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
  - (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
  - (iv) The amendment of this Agreement.
- 4.2 Meetings of Managers. Regular meetings of the Managers are not required but may be held at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference call, or by any other means permitted under the Washington Limited Liability Company Act. In addition, Company actions requiring a vote may be carried out without a meeting if all of the Managers consent in writing to approve the action.
- 4.3 Officers. The Managers are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Managers determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Managers; or (b) the officer is dismissed or terminated by the Managers, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Managers, and may be terminated, at any time and for any reason, by the Managers.

### ARTICLE 5: ACCOUNTS AND ACCOUNTING

- 5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.
- 5.2 Records. The Managers will keep or cause the Company to keep the following business records.
  - (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
  - (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
  - (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
  - (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.
- 5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and copy of the Company's federal, state, and local tax information or income tax return and reports for such year.
- 5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

- 5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.
- 5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Managers are authorized to establish such accounts and complete, sign, and de live r any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

### ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

- 6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Washington Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c))or required under the Washing ton Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.
- 6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Washington Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Washington Limited Liability Company Act, including by conference callor similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to theaction.

### ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

- 7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amoU11t equal to such Member's Capital Account.
- 7.2 Restrictions on Transfer; Admission of Transferee. A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

### **ARTICLE 8: DISSOLUTION**

- 8.1 Dissolution . The Company will be dissolved upon the first to occur of the following events:
  - (i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;
  - (ii) Entry of a decree of judicial dissolution under Washington Limited Liability Company Act;
  - (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

Company Agent seeking indemnification) or a majority of the Managers that are not seeking indemnification, as the case may be. Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

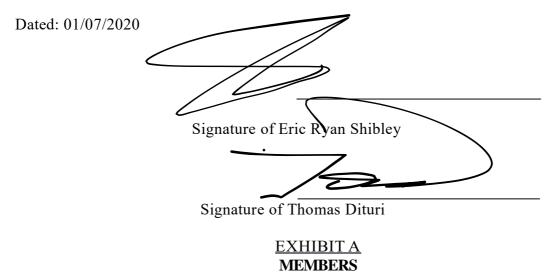
### **ARTICLE 10: GENERAL PROVISIONS**

- 10.1 Notice. (a)-Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.
- 10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Washington Limited Liability Company *Act*. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members except as otherwise required or permitted by the Washington Limited Liability Company Act.
- 10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Washington. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining

provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

- 10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.
- 10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.
- 10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.
- 10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

IN WITNESS WHEREOF the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.



The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	Capital Contribution	Percentage interest
Eric Ryan Shibley Address: 4700 36th Ave. SW Seattle, Washington 98126	90%	90%
Thomas di'Turi Address: Seattle , WA	10%	10%



Secretary of State

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

### CERTIFICATE OF FORMATION

to

### ERIC R SHIBLEY MD PLLC

a/an WA Professional Limited Liability Company. Charter documents are effective on the date indicated below.

Date: 12/12/2012

UBI Number: 603-260-109



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

Page 1 of 2



## Professional Limited Liability Company

See attached detailed instructions

☐ Filing Fee with Expedited Service \$230.00

Far Office Use Only	12/12/12 2315750 002 \$230.00 R sid: 2440951
Box For	FILED SECRETARY OF STATE

FILED
SECRETARY OF STATE
SAM REED
DECEMBER 12, 2012
STATE OF WASHINGTON

UBI Number: 603 260 109

### **CERTIFICATE OF FORMATION**

Chapter 25.15.045 and 18.100 RCW

# ARTICLE 1 NAME OF PROFESSIONAL LIMITED LIABILITY COMPANY: Eric R Shibley MD PLLC (Must contain one of the following designations: Professional Limited Liability Company, Professional Limited Liability Co or one of these abbreviations: P.L.L.C. or PLLC. If the designation is omitted, it will default to PLLC when processed)

		ARTICLE 2		
ADDR	ESS OF THE PRINCIPAL PLACE (	OF BUSINESS:		
Street	Address 4425 Meridian Ave. N, #6	City_Tulalip	State_WA	Zip_98271
PO Bo	)X	City	State	Zip
		ARTICLE 3		
EFFE	CTIVE DATE OF FORMATION: (Ple	ase check <u>one</u> of the following)		
Ø	Upon filing by the Secretary of Stat	e		
	Specific Date: of Formation has been filed by the Office		t be within 90 days Al	FTER the Certificate
		ARTICLE 4		
TENU	RE: (Please check one of the following	and indicate the date if applicabl	(e)	
Ø	Perpetual existence			
Ø	Specific term of existence	(Number of years or	date of termination)	

Page 2 of	12
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### **ARTICLE 5**

THE PROFESSIONAL LIMITED LIABILITY COMPANY IS MANAGED BY: 

Members or Managers (see instructions)

	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	31100110113/		· · · · · · · · · · · · · · · · · · ·
	ART	ICLE 6		
NAME AND ADDRESS OF THE WA	SHINGTON STA	TE REGIST	ERED AGENT:	
Name: Eric R. Shibley				
Physical Location Address (required	<b>(</b> ):			
City Tulatip		WA	Zip Code	
Mailing or Postal Address (optional)		<del></del>	<u> </u>	
City		State	e Zip Code _	
I consent to serve as Registered Age Liability Company. I understand it will Professional Limited Liability Compar immediate notify the Office of the Se  X  Signature of Registered Age	be my responsib ny; to forward ma ecretary of State	pility to accept it to the Profif I resign or Edc R. Shible	ot Service of Process ressional Limited Liabi change the Registers	on behalf of the lity Company; and to
	ART	ICLE 7		
NAME, ADDRESS AND SIGNATUR			CW 18.100.050) esses and signatures)	
Name: Eric R. Shibley	, utaçıı adamonu	mamos, occire	isses and signatures/	
Address:	City	Tulatip	State WA	Zip Code
This document is hereby executed un			to the best of my knowle	
x	Eric R. Shibley		1/30/2012 8	15-554-7156
Signature of Executor	Printed N	ame	Date	Phone
Name:				
Address:	City _		State	Zip Code
This document is hereby executed u				1
X				
Signature of Executor	Printed N	ame	Date	Phone

### Additional Provisions to the Articles of Organization for

### Eric R Shibley MD PLLC

Eric R Shibley MD PLLC, is incorporated as a professional limited liability company under the provisions of RWC of Washington Chapter 25.15.045 for the purposes of rendering Physician and Surgeon professional services.



### INITIAL REPORT FEE: \$10.00

RETURN COMPLETED FORM AND PAYMENT TO: (Checks made payable to "Secretary of State")

Corporations Division 801 Capitol Way South PO Box 40234 Olympia, WA 98504-0234 Entity Name: ERIC R SHIBLEY MD PLLC

Payment Due By: 4/11/2013

Unified Business Identifier: 603-260-109

State of Incorporation: WA Inc./Qual. Date: 12/12/2012

TO AVOID DISSOLUTION/REVOCATION, AN INITIAL REPORT MUST BE FILED AND PROCESSED PRIOR TO: 4/11/2013

Current Registered Agent/	Οπισε	Registered Agent/Office	Changes (Changes must be	approved by the Board	of Directors)	
		New Registered Agent Na	ame		· · · · · · · · · · · · · · · · · · ·	
ERIC R SHIBLEY 4425 MERIDIAN AVE N	#6	Consent to				
THEO MENTON MATTER 14	,,,	Appointment	Signature of New Register	ed Agent		
TULALIP, WA98271		Required Street Address	v	•		
				State <b>WA</b> Zip Code_		
		Optional Mailing Address	<u> </u>			
		City		State WA Zip Code_		
NITIAL REPORT SECTION I		COMPLETELY - TYPE OR PR	RINT IN BLACK INK		VA/A	
inicipal place of business in	**^	Address	City	··	WA	Zip
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elephone () oreign Entities - Principal off			Nature of Business_			
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Congratulations:

You have completed the initial filing to create a new business entity. The next step in opening your new business is to complete a Business License Application. You may have completed this step already. The Business License Application can be completed online or downloaded at: <a href="http://www.bls.dor.wa.gov/">http://www.bls.dor.wa.gov/</a>

If you have any questions about the Business License Application, or would like a Business License Application package mailed to you, please call the Department of Revenue at 1-800-451-7985.

If you have questions about report and registered agent requirements, please contact the Corporations Division at 360-725-0377 or visit our website at: http://www.sos.wa.gov/corps.

ERIC R SHIBLEY 4425 MERIDIAN AVE N #6 TULALIP, WA 98271

CORPORATIONS DIVISION James M. Dolliver Building 801 Capitol Way South • PO Box 40234 Olympia, WA 98504-0234 Tel: 360.725.0377 www.sos.wa.gov/corps

# IMPORTANT

To keep your filing status active and avoid administrative dissolution, you must:

- 1. File an Initial Report within 120 days of the date your corporation or limited liability company (LLC) was filed. The date of filing is stated on your certificate. Please complete and return the enclosed Initial Report, together with the \$10 filing fee.
- File an Annual Report and pay the annual license fee each
  year before the anniversary of the filing date for the entity.
  The registered agent will be sent notice of the Annual Report
  requirement. But it is the corporation or LLC's
  responsibility to file the report even if no notice is received.
- 3. Maintain a Registered Agent and registered office in this state. You must notify the Corporations Division if there are any changes in your registered agent, agent's address, or registered office address. Failure to notify the Corporations Division of changes will result in misrouted mail, and possibly administrative dissolution.

If you have questions about report and registered agent requirements, please contact the Corporations Division at 360-725-0377 or visit our website at: http://www.sos.wa.gov/corps.

### Operating Agreement

### ES1 LLC, a Washington Limited Liability Company

THIS OPERATING AGREEMENT of ES1 LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

- A. The Members have formed the Company as a Washington limited liability company under the Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Washington. The Members hereby adopt and approve the certificate of formation of the Company filed with the Washington Secretary of State.
- B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

### ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions,

- (3) decreased by any distributions made by the Company to such Member, and
- (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

- A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or
- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
  - the number of Units owned by the Member (expressed as "MU" in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

Percentage Interest =  $\frac{MU}{TU}$ 

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

## ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

- 2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.
- 2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

### 2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

- B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.
- 2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.
- 2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.
- 2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

### ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

- 3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.
- 3.2 Distributions. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Limited Liability Company Act.
- 3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:
- The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

### ARTICLE 4: MANAGEMENT

### 4.1 Management.

- A. Generally. Subject to the terms of this Agreement and the Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.
- B. Approval and Action. Unless greater or other authorization is required pursuant to this Agreement or under the Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.
- C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:
  - A material change in the purposes or the nature of the Company's business;
  - (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
  - (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and

- (iv) The amendment of this Agreement.
- 4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

### ARTICLE 5: ACCOUNTS AND ACCOUNTING

- 5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.
- 5.2 Records. The Members will keep or cause the Company to keep the following business records.
  - (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
  - (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
  - (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and

- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.
- 5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.
- 5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.
- 5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.
- 5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

### ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

- 6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.
- 6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable

period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

### ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

- 7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.
- 7.2 Restrictions on Transfer; Admission of Transferee. A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

### ARTICLE 8: DISSOLUTION

- 8.1 Dissolution. The Company will be dissolved upon the first to occur of the following events:
  - The unanimous agreement of all Members in a consent in writing to dissolve the Company;
  - (ii) Entry of a decree of judicial dissolution under Washington Limited Liability Company Act;

- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;
- (iv) The sale or transfer of all or substantially all of the Company's assets;
- A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.
- 8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

### ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Washington law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

- 9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Washington law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.
- 9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

# ARTICLE 10: GENERAL PROVISIONS

- 10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.
- 10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Limited Liability Company Act. There are no

representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Limited Liability Company Act.

- 10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Washington. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.
- 10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.
- 10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.
- 10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.
- 10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 8/30/2018

Signature of Eric R. Shibley

## EXHIBIT A MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members

Capital Contribution Percentage Interest 100%

Eric R. Shibley Address: 4700 36th Ave. SW Seattle, Washington 98126

## Operating Agreement

## SS1 LLC, a Washington Limited Liability Company

THIS OPERATING AGREEMENT of SS1 LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

- A. The Members have formed the Company as a Washington limited liability company under the Washington Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Washington. The Members hereby adopt and approve the certificate of formation of the Company filed with the Washington Secretary of State.
- The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

### ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Washington Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Manager" means each Person who has authority to manage the business and affairs of the Company pursuant to this Agreement; such Persons are listed on Exhibit B, as may be updated from time to time according to the terms of this Agreement. A Manager may be, but is not required to be, a Member.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be eJ1titled as provided in this Agreement and under the Washington Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
  - the number of Units owned by the Member (expressed as "MU" in the equation below) divided by
  - (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

    Percentage Interest= MU
    TU

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

# ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

- 2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Membel's name on Exhibit A to become a Member of the Company.
- 2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

#### 2.3 Additional Members.

- A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.
- B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instrun1ents, in the form and containing the information required by the Company, that the Managers deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.
- 2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.
- 2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.
- 2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Washington Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

## ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

- 3.2 Distributions. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Managers in accordance with the Washington Limited Liability Company Act.
- 3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:
- A. The Company would be unable to pay its debts as they become due in the usual course of business; or
- B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

#### ARTICLE 4: MANAGEMENT

## 4.1 Management.

- A. Generally. Subject to the terms of this Agreement and the Washington Limited Liability Company Act, the business and affairs of the Company will be managed by the Board of Managers, as further described below. The Members initially nominate and elect the Person(s) set forth on Exhibit B to serve as the Manager(s) of the Company. The Managers will act under the direction of the Members and may be elected or removed at any time, for any reason or no reason, by the Members holding a majority of the Voting Interest of the Company. Exhibit B must be amended to reflect any changes in Managers.
- B. Approval and Action. Unless greater or other authorization is required pursuant to this Agreement or under the Washington Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by a majority of Managers, to constitute the act of the Company or serve to bind the Company, but if the Managers cannot reach a majority vote, the dispute will be submitted to the Members to be resolved by the affirmative vote of the Members holding at least a majority of the Voting Interest of the Company. With such approval, the signature of any Managers authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved.

Without such approval, no Managers acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

- C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause Babove, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:
  - A material change in the purposes or the nature of the Company's business;
  - (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
  - (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
  - (iv) The amendment of this Agreement.
- 4.2 Meetings of Managers. Regular meetings of the Managers are not required but may be held at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference call, or by any other means permitted under the Washington Limited Liability Company Act. In addition, Company actions requiring a vote may be carried out without a meeting if all of the Managers consent in writing to approve the action.
- 4.3 Officers. The Managers are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Managers determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Managers; or (b) the officer is dismissed or terminated by the Managers, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Managers, and may be terminated, at any time and for any reason, by the Managers.

# ARTICLE 5: ACCOUNTS AND ACCOUNTING

- 5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.
- 5.2 Records. The Managers will keep or cause the Company to keep the following business records.
  - (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests:
  - (ii) A copy of the Company's federal, state, and local tax in formation and income tax returns and reports, if any, for the six most recent taxable years;
  - (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
  - (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.
- 5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and rep or ts anda copy of the Company's federal, state, and local tax information or income tax return S and reports for such year.
- 5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

- 5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.
- 5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Managers are authorized to establish such accounts and complete, sign, and de live r any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

# ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

- or the Washington Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c))or required under the Washington Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.
- 6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Washington Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Washington Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to theaction.

# ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

- Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amoU11t equal to such Member's Capital Account.
- 72 Restrictions on Transfer; Admission of Transferee. A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

### ARTICLE 8: DISSOLUTION

- Dissolution . The Company will be dissolved upon the first to occur of the following events:
  - The unanimous agreement of all Members in a consent in writing to dissolve the Company;
  - (ii) Entry of a decree of judicial dissolution under Washington Limited Liability Company Act;
  - At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

Company Agent seeking indemnification) or a majority of the Managers that are not seeking indemnification, as the case may be. Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

# ARTICLE 10: GENERAL PROVISIONS

- 10.1 Notice. (a)-Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.
- 10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Washington Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members except as otherwise required or permitted by the Washington Limited Liability Company Act.
- 10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Washington. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining

provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

- 10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.
- 10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.
- 10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.
- 10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentio1111Ily Left Blank.]

### EXHIBIT A MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit Accurate and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members Capital Contribution Percentage Interest

Eric Ryan Shibley, Manager/Governor Address: 4700 36th Ave. SW Seattle, Washington 98126

100% 100%

IN WITNESS WHEREOF the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 10 03 2017

Signature of Eric Ryan Shibley

## Operating Agreement

## The A Team Holdings,LLC, a Washington Limited Liability Company

THIS OPERATING AGREEMENT of The A Team Holdings LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

- A. The Members have formed the Company as a Washington limited liability company under the Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Washington. The Members hereby adopt and approve the certificate of formation of the Company filed with the Washington Secretary of State.
- B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

#### ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions,

- (3) decreased by any distributions made by the Company to such Member, and
- (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

- A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or
- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
  - the number of Units owned by the Member (expressed as "MU" in the equation below) divided by
  - (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

    Percentage Interest =  $\frac{MU}{TU}$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

# ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

- 2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.
- 2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

#### 2.3 Additional Members.

- A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.
- B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.
- 2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

- 2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.
- 2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

#### ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

- 3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.
- 3.2 Distributions. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Limited Liability Company Act.
- 3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:
- A. The Company would be unable to pay its debts as they become due in the usual course of business; or
- B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferent al rights are superior to those of the Members receiving the distribution.

#### ARTICLE 4: MANAGEMENT

## 4.1 Management.

- A. Generally. Subject to the terms of this Agreement and the Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.
- B. Approval and Action. Unless greater or other authorization is required pursuant to this Agreement or under the Limited Liability Company Act for the Company to engage in an activity or transaction all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.
- C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:
  - A material change in the purposes or the nature of the Company's business;
  - (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
  - (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
  - (iv) The amendment of this Agreement.
- 4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective

employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

### ARTICLE 5: ACCOUNTS AND ACCOUNTING

- 5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.
- 5.2 Records. The Members will keep or cause the Company to keep the following business records.
  - (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
  - (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
  - (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
  - (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.
- 5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

- 5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.
- 5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Rever ue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.
- 5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

#### ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

- 6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.
- 6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

### ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

- 7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consert. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.
- 7.2 Restrictions on Transfer; Admission of Transferee. A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

#### ARTICLE 8: DISSOLUTION

- 8.1 Dissolution. The Company will be dissolved upon the first to occur of the following events:
  - The unanimous agreement of all Members in a consent in writing to dissolve the Company;
  - (ii) Entry of a decree of judicial dissolution under Washington Limited Liability Company Act;
  - (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

- (iv) The sale or transfer of all or substantially all of the Company's assets;
- A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.
- 8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, bankruptcy, or withdrawal of a Member will not the Company.

#### ARTICLE 9: INDEMNIFICATION

- 9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Washington law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, ur der this Article 9.
- 9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Washington law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.
- 9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such

payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

#### ARTICLE 10: GENERAL PROVISIONS

- 10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.
- 10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Limited Liability Company Act.
- 10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Washington. If any provision of this Agreement is held to be unenforceable by a cour; of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and

replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

- 10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.
- 10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.
- 10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.
- 10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 12/05/2018

Signature of Eric R. Shibley

### EXHIBIT A MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members

Capital Contribution

Percentage Interest 100%

Eric R. Shibley Address: 4700 36th Ave. SW Seattle, Washington 98126

#### Operating Agreement

## Dituri Construction LLC, a Washington Limited Liability Company

THIS OPERATING AGREEMENT for Dituri Construction LLC of (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

- A. The Members have formed the Company as a Washington limited liability company under the Washington Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Washington. The Members hereby adopt and approve the certificate of formation of the Company filed with the Washington Secretary of State.
- B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

#### ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this

Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth
In the Washington Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions,

(3) decreased by any distributions made by the Company to such Member, and

(4) otherwise adjusted as required in accordance with applicable tax laws.

## Operating Agreement

## Eric R Shibley MD PLLC, a Washington Limited Liability Company

THIS OPERATING AGREEMENT of ES1 LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

- A. The Members have formed the Company as a Washington limited liability company under the Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Washington. The Members hereby adopt and approve the certificate of formation of the Company filed with the Washington Secretary of State.
- B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

#### ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions,

- (3) decreased by any distributions made by the Company to such Member, and
- (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

- A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or
- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
  - the number of Units owned by the Member (expressed as "MU" in the equation below) divided by
  - (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

    Percentage Interest =  $\frac{MU}{TU}$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign. "Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

## ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

- 2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.
- 2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

#### 2.3 Additional Members.

- A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.
- B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.
- 2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

- 2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.
- 2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

#### ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

- 3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.
- 3.2 Distributions. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Limited Liability Company Act.
- 3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:
- A. The Company would be unable to pay its debts as they become due in the usual course of business; or
- B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

#### ARTICLE 4: MANAGEMENT

## 4.1 Management.

- A. Generally. Subject to the terms of this Agreement and the Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.
- B. Approval and Action. Unless greater or other authorization is required pursuant to this Agreement or under the Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.
- C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:
  - A material change in the purposes or the nature of the Company's business;
  - (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
  - (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
  - (iv) The amendment of this Agreement.
- 4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective

employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

## ARTICLE 5: ACCOUNTS AND ACCOUNTING

- 5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.
- 5.2 Records. The Members will keep or cause the Company to keep the following business records.
  - (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
  - (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
  - (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
  - (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.
- 5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

- 5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.
- 5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.
- 5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

# ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

- 6.1 Members and Voting Rights. The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.
- 6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

# ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

- 7.1 Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.
- 7.2 Restrictions on Transfer; Admission of Transferee. A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

#### ARTICLE 8: DISSOLUTION

- 8.1 Dissolution. The Company will be dissolved upon the first to occur of the following events:
  - The unanimous agreement of all Members in a consent in writing to dissolve the Company;
  - (ii) Entry of a decree of judicial dissolution under Washington Limited Liability Company Act;
  - (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

- (iv) The sale or transfer of all or substantially all of the Company's assets;
- A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.
- 8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

#### ARTICLE 9: INDEMNIFICATION

- 9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Washington law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.
- 9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Washington law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.
- 9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such

payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

# ARTICLE 10: GENERAL PROVISIONS

- 10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.
- 10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Limited Liability Company Act.
- 10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Washington. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and

replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

- 10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.
- 10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.
- 10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.
- 10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 11/30/2012

Signature of Eric R. Shibley

#### EXHIBIT A MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members

Capital Contribution

Percentage Interest 100%

Eric R. Shibley Address: 4700 36th Ave. SW Seattle, Washington 98126

# PURCHASE AGREEMENT

This PURCHASE AGREEMENT (the "Agreement") is made and entered into on May 5, 2020 (the "Effective Date") by and between Thomas Dituri (the "Seller") and Eric Shibley (the "Buyer"). Buyer and Seller may be referred to individually as the Party", or collectively, the "Parties".

#### RECITALS

WHEREAS, Seller desires to sell certain property to Buyer in an "as is" condition; and WHEREAS, Buyer desires to purchase certain property from Seller in an "as is" condition.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **TERMS**

#### 1. PROPERTY

Seller agrees to sell, convey, assign, and transfer to Buyer, and Buyer agrees to purchase from Seller, the following property (the "Property"):

Ownership interest of Dituri Construction LLC, UBI no: 604-175-163, a Washington Limited Liability corporation

It is located at N/A, , . The sale, conveyance, assignment, and transfer of said Property shall become effective as of the Effective Date.

#### 2. "AS IS" CONDITION

Seller agrees to sell, convey, assign, and transfer to Buyer, on an "AS-IS" basis, and makes no warranties, either expressed or implied, unless otherwise stated herein, and Buyer agrees to purchase from Seller, on an "AS-IS" basis. The sale, conveyance, assignment, and transfer of said Property shall become effective as of the date set forth above, and the Seller shall deliver said Property to Buyer in "AS-IS" condition.

#### PURCHASE PRICE

Buyer shall purchase Property from Seller for the total sum of\$10.00.

# 4. LIMITATION OF DAMAGES

Each Party hereby waives any right which it may have to claim or recover any incidental, special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages.

### FORCE MAJEURE

Neither Party shall be in default nor liable to the other for any failure to perform directly caused by events beyond that Party's reasonable control, such as acts of nature, labor strikes, war, insurrections, riots, acts of governments, embargoes and unusually severe weather provided the affected Party notifies the other party within ten (10) days of the occurrence. Such an event is an excusable delay. THE PARTY AFFECTED BY AN EXCUSABLE DELAY SHALL TAKE ALL REASONABLE STEPS TO PERFORM DESPITE THE DELAY.

# 6. AMENDMENTS

This Agreement may only be changed or supplemented by a written amendment, signed by authorized representatives of each Party.

# 7. ASSIGNMENT

Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written approval of the other Party. Any attempted assignment or delegation without such an approval shall be void.

# 8. GOVERNING LAW; CHOICE OF FORUM

- 8.1 To the extent not preempted by federal law, the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of , notwithstanding any choice-of-law or conflicts-of-law rules to the contrary.
- 8.2 The Parties agree that any legal action relating to this Agreement shall be commenced and maintained exclusively before any appropriate state court of record in the State of .

#### SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall not be affected.

# 10. EFFECT OF TITLE AND HEADINGS

The title of the Agreement and the headings of its Sections are included for convenience and shall not affect the meaning of the Agreement or the Section.

#### 11. WAIVER

Failure of either Party to insist in any strict conformance to any term herein or failure by either Party to act in the event of a breach or default shall not be construed as a consent to or waiver of that breach or default or any subsequent breach or default of the same or any other term contained herein.

# 12. ENTIRE AGREEMENT

This Agreement is the complete statement of the Parties' agreement and supersedes all previous and contemporaneous written and oral communication about its subject.

### 13. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same document.

## AUTHORITY

The Parties represent that they have full capacity and authority to grant all rights and assume all obligations they have granted and assumed under this Agreement.

## ATTORNEYS FEES

If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with such legal proceeding. The term "prevailing party" shall mean the Party that is entitled to recover its costs in the proceeding under applicable law, or the party designated as such by the court.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

(Authorized Seller(s) Signature)

(Date Signed)

(Buyer(s) Signature)

(Date Signed)

# WASHINGTON NOTARY ACKNOWLEDGMENT

State of Washington

County of King

Eric Ryon shibley I certify that I know or have satisfactory evidence that \_\_\_ person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 05/09/2000

(Seal or Stamp)

HANNAH GRACE POTTER Notary Public State of Washington Commission # 209762

Homoh Grage Patte

Thomas Dituri &

Signature

WA Notoy Publi C

Title

My Appointment Expires: 07 24 2633

Purchase Agreement 4700 36th Are SW Seattle, WA 98126



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Title Manager

# Form W-3 Transmittal of Wage and Tax

2019

Interests for contact Steel

04/22/202020

Date

#### Statements

Signeoure

Send this entire page with the entire Copy A page of Form(s) W-2 to the Social Security Administration (SSA). Photocopies are not acceptable. Do not send Form W-3 if you filed electronically with the SSA. Do not send any payment (cash, checks, money orders, etc.) with Forms W-2 and W-3.

#### Reminder

Separate instructions. See the 2019 General Instructions for Forms W-2 and W-3 for information on completing this form. Do not file Form W-3 for Form(s) W-2 that were submitted electronically to the SSA

# Purpose of Form

Complete a Form W-3 Transmittal only when filing paper Copy A of Form(s) W-2, Wage and Tax Statement. Don't file Form W-3 alone, All paper forms must comply with IRS standards and be machine readable. Photocopies are not acceptable, Use a Form W-3 even if only one paper Form W-2 is being filed. Make sure both the Form W-3 and Form(s) W-2 show the correct tax year and Employer Identification Number (EIN). Make a copy of this form and keep it with Copy D (For Employer) of Form(s) W-2 for your records. The IRS recommends retaining copies of these forms for four years.

#### E-Filing

The SSA strongly suggests employers report Form W-3 and Forms W-2 Copy A electronically instead of on paper. The SSA provides two free

- e-filling options on its Business Services Online (BSO) website.
- W-2 Online. Use fill-in forms to create, save, print, and submit up. to 50 Forms W-2 at a time to the SSA.
- · File Upload. Upload wage files to the SSA you have created using payroll or tax software that formats the files according to the SSA's Specifications for Filing Forms W-2 Electronically (EFW2).

W-2 Online fill-in forms or file uploads will be on time if submitted

by January 31, 2020. For more information, go to www.SSA.gow/bso. First time filers, select "Register"; returning filers select "Login."

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W-3 Transmittal of Wage and Tax Statements

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Send this entire page with the entire Copy A page of Form(s) W-2 to the Social Security Administration (SSA). Photocopies are not acceptable. Do not send Form W-3 if you filed electronically with the SSA. Do not send any payment (cash, checks, money orders, etc.) with Forms W-2 and W-3.

#### Reminder

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- W-2 Online, Use fill-in forms to create, save, print, and submit up to 50 Forms W-2 at a time to the SSA.
- File Upload. Upload wage files to the SSA you have created using payroll or tax software that formats the files according to the SSA's Specifications for Filing Forms W-2 Electronically (EFWZ).

W-2 Online fill-in forms or file uploads will be on time if submitted by January 31, 2020. For more information, go to www.SSA.gav/bso. First time filers, select "Register"; returning filers select "Log In."

#### When To File Paper Forms

Mail Form W-3 with Copy A of Form(s) W-2 by January 31, 2020.

#### Where To File Paper Forms

Send this entire page with the entire Copy A page of Form(s) W-2 to:

Social Security Administration Direct Operations Center Wilkes-Barre, PA 18769-0001

Note: If you use "Certified Mail" to file, change the ZIP code to "18789-0002." If you use an IRS-approved private delivery service, add "ATTN: W-2 Process, 1150 E. Mountain Dr." to the address and change the ZIP code to "18702-7997." See Pub. 15 (Circular E), Employer's Tax Guide, for a list of IRS-approved private delivery services.

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	41 for 2019: Employe	r's QUARTERLY F		turn	950117 OMB No. 1545-0029
	er identification number (EIN)	7	5 0 9	Report for t	this Quarter of 2019
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Trade	DOUTH (V ATY)			2: April, Mi	ay, June
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sad th	e separate instructions before you comp	lete Form 941. Type or print	within the boxes.		
art 1:	Answer these questions for this	quarter.			
	Number of employees who received w				4)
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31	decium 3121(g) notice and bemand-	tax upo on maspertoe upo	(Jaco Macadonina)		
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0	Total taxes after adjustments. Combin	e lines 6 through 9		- 10	82314 . 00
1	Qualified small business payroll tax cred	lit for increasing research a	tivities. Attach Form 85	74 11	
2	Total taxes after adjustments and cred	dits. Subtract line 11 from lin	e 10	- 12	82314 • 00
	Total deposits for this quarter, includ overpayments applied from Form 941-X, 94				
	Balance due. If line 12 is more than line			- 14	82314 • 00
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	Overpayment. If line 13 is more than line 1		• Cho	eck one: Appy	to next return. Send is refund.
40	u MUST complete both pages of Form	1 54 i and aidM It.			The second second

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SSILLC					7509
		CONTRACTOR STATE	x liability for this quart		
If you are unsure about of Pub. 15.	ut whether you	are a monthly so	hedule depositor or a se	miweekly sche	edule depositor, see section 11
16 Check one:	line 12 on this	00 next-day deposit return is \$100,000 or	obligation during the ourser more, you must provide a	t quarter. If line 1	quarter was less than \$2,500, and you didn 2 for the prior quarter was less than \$2,500 b leral fax liability. If you are a monthly schedul depostor, attach Schedule B (Form 941). Go
*		monthly schedule quarter, then go to		quarter. Enter	your tax liability for each month and total
	Tax liability:	Month 1	27438 • (	00	
		Month 2	27438 • (	X	
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Part 3: Tell us about			loes NOT apply to your		
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No.  No.  Sign he  Under penalties of p and belief, it is true.  Sign nam  Paid Prepare  Preparer's name  Preparer's signatu	n your ne here Date	MUST collecture that I und complete	mplete both	n pages of Form 941 and	SIGN I	t. hedules and statements, and to the best of my knowledge of all information of which preparer has any knowledge.  Print your name here
Paid Prepare  Preparer's riame  Preparer's signatu  Firm's name (or you	n your ne here Date	MUST collecture that I und complete	mplete both	n pages of Form 941 and	SIGN I	t. hedules and statements, and to the best of my knowledge of all information of which preparer has any knowledge.  Print your name here
Paid Prepare  Preparer's riame  Preparer's signatu  Firm's name (or you'd self-employed)	n your ne here Date	MUST collecture that I und complete	mplete both	n pages of Form 941 and	SIGN I	t.  Indicated the property of the best of my knowledge on all information of which preparer has any knowledge.  Print your print your title here Manager  Best daytime phone 2069384291  Check if you are self-employed print the late of the print your title here for the print your title here.  Best daytime phone for the preparer has any knowledge.

Employ	yer identification number (EIN)	11.4	3 0		Check one.		
Name	a inot your trace name) SS1 LLC					ry, February, March	
	e name (f any)				-	May, June August, September	1
11999	4700 36th Ave SW				200000000000000000000000000000000000000	er, November, December	. 1
Addre	Number Street		Suite or room re	unber G	o to www.	irs pov/Form941 for	-1
	Seattle	WA	98126	le le	structions	and the latest information.	
	City	State	ZIP code				
			Foreign poetal	inda			
	Foreign country name	Foreign province county					
_	he separate instructions before you complete Answer these questions for this of	ete Form 941. Type or	print within the	Doxes.			
Part	Number of employees who received wa		mpensation for	the pay period			-
4	including: Mar. 12 (Quarter 1), June 12 (C	Quarter 2), Sept. 12 (Q	uarter 3), or Dec	. 12 (Quarter 4)	1	41	_
4					2	656,000	00
2	Wages, tips, and other compensation					0.	00
3	Federal income tax withheld from wag	es, tips, and other co	mpensation	21 11 11 11 11	3		00
4	If no wages, tips, and other compensa	tion are subject to so	cial security or	Medicare tax		theck and go to line 6.	
		Column 1	-	Column 2			
Ба	Taxable social security wages	656000 . 0	0 × 0.124 =	81344.	00		
5b	Taxable social security tips		× 0.124 =				
50	Taxable Medicare wages & tips	656000 . (	00 × 0,029 =	1885.	00		
5d	Taxable wages & tips subject to Additional Medicare Tax withholding		× 0.009 =				
		N. F.S.			-	83229	00
.5e	Add Column 2 from lines 5a, 5b, 5c, an	d 5d		10 4 51 5 5	56		
51	Section 3121(q) Notice and Demand-	Tax due on unreport	ed tips (see Insti	ructions) .	5t	-	-
	Total taxes before adjustments. Add in	nes 3. Ae. and 51			6	83229	00
6							
7	Current quarter's adjustment for fract	ions of cents		ante.	7		
8	Current quarter's adjustment for sick	рву			8		
	Current quarter's adjustments for tips	and group-term life in	surance		9		
9						83229	00
10	Total taxes after adjustments. Combin	e lines 6 through 9			10	03249	. 00
11	Qualified small business payroll tax cred	lit for increasing rese	arch activities.	Attach Form 8974	11		_
	Total taxes after adjustments and cre-	dits. Subtract line 11 f	rom line 10		12		
12							
12	Total denosits for this quarter, includ	11 V (DD) 044 V or 044	-X (SP) filed in th	e current quarter	13		
12	Total deposits for this quarter, include overpayments applied from Form 941-X, 9	41-V (b.U)' Sed-V' OI 9-11					200.00
	Total deposits for this quarter, inclus overpayments applied from Form 941-X, 9  Balance due. If line 12 is more than line			ctions	14	83229,	00
13	overpayments applied from Form 941-X, 9	13, enter the different	pe and see Instru	-	-	83229 a	

				950217
ame (not your trade name)				Employer identification number (EIN)
STLLC			19 10 10 10 10 10 10 10 10 10 10 10 10 10	7509
art 2: Tell us about	t your deposit	schedule a	nd tax liability for this quarter.	11 - 1- 1-1- describer ens eaction 11
If you are unsure about of Pub. 15.  16 Check one:	Line 12 on this incur a \$100,00	return is less 0 next-day de	than \$2,500 or line 12 on the return for posit obligation during the current qua	or the prior quarter was less than \$2,500, and you didn't arter. If line 12 for the prior quarter was less than \$2,500 but d of your federal tax listility. If you are a monthly schedule key schedule depositor, attach Schedule B (Form 941). Go to
×		nonthly sche	edule depositor for the entire qua i go to Part 3.	arter. Enter your tax liability for each month and total
	Tax liability:	Month 1	41614 • 50	
		Month 2	41614 • 50	
		Month 3		
	Total liability for	or quarter	83229 • 00	Total must equal line 12.
	You were a : Report of Tax	semiweekly	schedule depositor for any part of Semiweekly Schedule Depositors, a	of this quarter. Complete Schedule B (Form 941), and attach it to Form 941.
Part 3: Tell us abou			stion does NOT apply to your bu	
	ee's name and a 5-digit Persor		on Number (PIN) to use when talkin	ig to the IRS.
The state of the s	You MUST co	molete bath	pages of Form 941 and SIGN it	
	- Laboratoria Abada E.	benimme even	tive return including accompanying sch	wideles and statements, and to the best of my knowledge
and belief, it is true, come	ict, and complete	. Declaration of	busbates loades then rescharked to respon	on all information of which preparer has any knowledge.  Print your
Sign yo	ur	/	8	name here Eric R Shibley
name h		CL	1	Print your title hore Manager
	1 10	mlow	1-27	Best daytime phone 2069384291
	Date C4 1/2	MIOI	V .	Best daytime prioris
	1			The state of the s
Paid Preparer U	se Only			Check if you are self-employed ,
	se Only			Check if you are self-employed ,
Paid Preparer U	se Only			
Paid Preparer U	se Only			PTIN
Preparer's name  Preparer's signature  Firm's name for yours	se Only			PTIN Date / /

Employ	ver identification number (EIN)		7 0 8	1101	(Check one.)	this Quarter of 2020	
Name	(not your trade (same) The A Team Holdings	LLC				, February, March	1
	name (if eny)				2: April M	ay, June igust, September	
	4700 36th Ave SW				200000000000000000000000000000000000000	r, Navember, December	1
Addre	Number Street		Suits or roor		30 to www.irs	gov/Form941 for nd the latest information.	Л
	Seattle	WA	981	20	ac delitorio ai	the tree served production	
	City						
	Foreign country runnit	Fereign province/county	Fereign po	etal code			
Read I	he separate instructions before you comple	ste Form 941. Type	or print within t	ne boxes.			_
Part 1	Answer these questions for this q	uarter.					
1	Number of employees who received was including: Mar. 12 (Quarter 1), June 12 (Q	ges, tips, or other ou warter 2), Sept. 12 (	Compensation 1 Quarter 3), or L	lec. 12 (Quarter 4)	1	48	
					2	768,000 .	00
2	Wages, tips, and other compensation	11-11-	+ + + + +				00
3	Federal income tax withheld from wage	es, tips, and other	compensation		3	0.	00
4	If no wages, tips, and other compensat	ion are subject to	social security	or Medicare tax	Ch	eck and go to line 6.	
6	_	Column 1	_	Column 2	on		
5a	Taxable social security wages	768000 .	00 × 0.124 =	95232	00		
50	Taxable social security tips		× 0.124 =	20000	-		
5c	Taxable Medicare wages & tips.	768000 .	00 x 0.029 =	22,272 .	00		
5d	Taxable wages & tips subject to Additional Medicare Tax withholding		× 0.009 =				
	Add Column 2 from lines 5a, 5b, 5c, an	d 5d			50	117,504	00
5e							
54	Section 3121(q) Notice and Demand—1	Tax due on unrepor	rted tips (see in	istructions)	51		
6	Total taxes before adjustments. Add lin	es 3, 5e, and 5f .		* * * * * * * *	6	117,504	00
7	Current quarter's adjustment for fracti	ons of cents			7		
					8		
8	Current quarter's adjustment for sick p						
9	Current quarter's adjustments for tips a	and group-term life	insurance		9		
-	Total taxes after adjustments. Combine	lines 6 through 9		- 4 ( ) 1 1 2	10	117,504	00
10		is far inneancing rec	earch activities	a. Attach Form 8974	11		
10	Qualified small business payroll tax cred	it for moreaging rea					
10	Qualified small business payroll tax cred		from line 10		12		_
10	Total taxes after adjustments and cred	lits. Subtract line 11				•	
10		dits. Subtract the 11	pplied from a	prior quarter and			
10 11 12	Total taxes after adjustments and cred Total deposits for this quarter, includ overpayments applied from Form 941-X, 94	fits, Subtract line 11 ing overpayment a 11-X (PR), 944-X, or 9	pplied from a 44-X (SP) filed in	prior quarter and the current quarter			00
10 11 12 13	Total taxes after adjustments and cred	fite. Subtract tine 11 ing overpayment a 11-X (PR), 944-X, or 9 13, enter the differe	pplied from a 44-X (SP) filed in note and see into	prior quarter and the current quarter structions	13 14		

Name (not your trade name)					Employer identification number (EIN) 7088
The A Team Holdings				-	7088
Part 2: Tell us abo	out your deposit	schedule and	tax liability for this qua	rter.	the second secon
If you are unsure ab of Pub. 15.					reekly schedule depositor, see section 11
16 Check one:	incur e \$100,00 ine 12 on this depositor, com Part 3.	return is \$100,000 plate the deposit s	or more, you must provide chedule below; if you are a se	a recor	for the prior quarter was less than \$2,500, and you didn't parter. If line 12 for the prior quarter was less than \$2,500 but not of your federal tax liability. If you are a monthly schedule and schedule depositor, attach Schedule B (Form 941). Go to
(3	You were a n	monthly schedu quarter, then g	ale depositor for the enti to to Part 3.	re qua	arter. Enter your tax liability for each month and total
	Tax liability:	Month 1	58752.	00	
		Month 2	58752.	00	
		Month 3	0.	00	
	Total liability f	or quarter	117504	00	Total must equal line 12.
	7 Van ween a	eamiwookly sci	hedule depositor for any niweekly Schedule Deposi	part o	of this quarter, Complete Schedule B (Form 941), and attach it to Form 941.
Part 3: Tell us ab	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		on does NOT apply to y		
Part 4: May we s  Do you want to for details.  Yes, Design	peak with your sallow an employ gnee's name and	third-party de- ree, a paid tax pr phone number	signee?	to dis	couss this return with the IRS? See the instructions
	. You MUST co	mplete both p	ages of Form 941 and S	IGN I	t.
	Control March Control I	have assembled the	e seture. Including accompany	and ad	hedules and statements, and to the bast of my knowledge i on all information of which preparer has any wnowledge.
		1		7	Print your name here Eric R Shibley
Sign	here	12			Print your title here Manager
	Date 41	23/202	0		Best daytime phone 2069384291
Paid Preparer	Use Only				Check if you are self-employed , , .
Preparer's name	Bal Singh				PTIN
Preparer's signature					Date / /
Firm's name (or your if self-employed)	Freedom Tax				EIN
Address					Phone
City			State		ZIP code

. 9	41 for 2020: Employer	's QUARTERLY Federal	Tax Return	950117 OMB No. 1545-0029
	pary 2020) Department of the partment of the p	Treasury — Internal Revenue Service  8 5 0	Report 1 (Check on	for this Quarter of 2020
	Esta de Companyation	LIC	× 1: Jan	uary, February, March
Name (	(not your trade name) Ditturi Construction		□ 2: Apr	I, May, June
Trade	name (f any)		3: July	, August, September
	4700 36th Ave SW		1 4: Oct	ober, November, December
Addres	Number Street	Suitar or room t	Go to www	w.irs.gov/Form941 for
	Seattle	WA		ns and the latest information.
	Ote	State ZIP cod	•	
		Foreign province/county Foreign posts	of code	
	Foreign country name	Tarey postoreous		
_	e separate instructions before you comp  Answer these questions for this	elete Form 941. Type or print within the quarter.	DOM88.	
art 1	Number of employees who received w		r the pay period	
1	including: Mar. 12 (Quarter 1), June 12 (	Quarter 2), Sept. 12 (Quarter 3), or De	c. 12 (Quarter 4) 1	49
	Wages, tips, and other compensation			784000 • 00
	1.500.3 (1.500.00)			0 . 00
3	Federal income tax withheld from way	ges, tips, and other compensation	3	V. • 30
4	If no wages, tips, and other compens	ation are subject to social security of Column 1	or Medicare tax Column 2	Check and go to line 6.
5a	Taxable social security wages	784000 • 00 × 0.124 =	97216 • 00	
5b	Taxable social security tips	* × 0.124 *		
5c	Taxable Medicare wages & tips	784000 • 00 × 0.029 =	22736 . 00	
5d	Taxable wages & tips subject to Additional Medicare Tax withholding	• × 0.009 =		
5e	Add Column 2 from lines 5a, 5b, 5c, a	nd 5d		119952 • 0
51	Section 3121(q) Notice and Demand-	Tax due on unreported tips (see ins	dructions) 5f	
6	Total taxes before adjustments, Add	ines 3, 5e, and 5f	6	119952 • 0X
7	Current quarter's adjustment for frac	tions of cents	7	
8	Current quarter's adjustment for sick	pay	8	
9	Current quarter's adjustments for tips	and group-term life insurance	9	
	Total tours offer adjustments Combi		10	
10	Total taxes after adjustments. Como	ne lines 6 through 9		119952 • 0
	Qualified small business payroll tax cre		T	119952 . 0
11	Qualified small business payroll tax creations and creating the small business payroll tax creating tax creati	edit for increasing research activities.	Attach Form 8974 11 12	
11	Qualified small business payroll tax cre	edit for increasing research activities.  edits. Subtract line 11 from line 10.	Attach Form 8974 11 12 prior quarter and	
11	Qualified small business payroll tax creations and creating the small business payroll tax creating tax creating the small business payroll tax creating	edit for increasing research activities.  edits. Subtract line 11 from line 10 .  eding overpayment applied from a part of the	Attach Form 8974 11 12 prior quarter and the current quarter 13	119952 . 0
10 11 12 13 14	Qualified small business payroll tax creations and creating the small business payroll tax creations are small taxes after adjustments and creating the small taxes after adjustments and creating taxes are small taxes.  Total deposits for this quarter, inclusive payments applied from Form 941-X, including the small business payroll tax creations.	edits. Subtract line 11 from line 10 .  Iding overpayment applied from a patrick (PR), 944-X, or 944-X (SP) filed in the 13, enter the difference and see insti-	Attach Form 8974 11 12 prior quarter and the current quarter 13	119952 . 0

					950217
ne (not your trade name)					Employer identification number (EIN)
turi Construction LLC				_	8508
rt 2: Tell us about	your deposit	schedule and	tax liability for this qua	rter.	
you are unsure abou ( Pub. 15. 16 Check one:	Line 12 on this incur a \$100,00	return is less that 0 next-day deposi	n \$2,500 or line 12 on the tobligation during the curr	return rent qu	for the prior quarter was less than \$2,500, and you didn warter. If line 12 for the prior quarter was less than \$2,500 burd of your federal tax liability. If you are a monthly schedule why schedule depositor, attach Schedule B (Form 941). Go to
×	You were a r	monthly schedu	e depositor for the enti		arter. Enter your tax liability for each month and tot
		quarter, then go	to Part 3.	00	
	Tax liability:				
		Month 2	59976 •	00	
		Month 3	0.	00	
	Total liability fo		119952 •	00	Total must equal line 12.
	You were a s Report of Tax	semiweekly sch Liability for Sem	edule depositor for any inveskly Schedule Deposi	part i	of this quarter. Complete Schedule B (Form 941), and attach it to Form 941.
Tell us abou	100000000000000000000000000000000000000				usiness, leave it blank.
Do you want to a	ak with your	third-party des	ignee?		quarter of the year Check here.
Do you want to all for details.  Yes. Designed Select s	llow an employ	third-party des ee, a paid tax pro phone number	ignee?	to dis	ocuss this return with the IRS7 See the instructions
Do you want to all for details.  Yes. Designed Select at No.	ee's name and a 5-digit Person	third-party des ee, a paid tax pro phone number nal identification i	ignee? sparer, or another person  Number (PIN) to use when	to dis	ng to the IRS.
Do you want to a for details.  Yes. Designs Select s No. Part 5: Sign here. Yes.	ee's name and a 5-digit Person	third-party desiree, a paid tax prophone number half identification is mplete both pa	ignee? sparer, or another person Number (PIN) to use when ges of Form 941 and S	to dis	ng to the IRS
Do you want to a for details.  Yes. Designs Select s No. art 5: Sign here. Y	ee's name and a 5-digit Person	third-party desiree, a paid tax prophone number half identification is mplete both pa	ignee? sparer, or another person Number (PIN) to use when ges of Form 941 and S	to dis	t.  thedules and statements, and to the best of my knowledge of on all information of which preparer has any knowledge.
Do you want to a for details.  Yes. Designs Select s No. art 5: Sign here. Y Under penalties of perjury and belief, it is true, corre	ee's name and a 5-digit Person You MUST co	third-party desiree, a paid tax prophone number half identification is mplete both pa	ignee? sparer, or another person Number (PIN) to use when ges of Form 941 and S	to dis	ng to the IRS
Do you want to a for details.  Yes. Designs Select s No. art 5: Sign here. Y	ee's name and a 5-digit Person You MUST co	third-party desiree, a paid tax prophone number hal identification is mplete both pa	ignee? sparer, or another person Number (PIN) to use when ges of Form 941 and S	to dis	t.  thedules and statements, and to the best of my knowledge or all information of which preparer has any knowledge.  Print your
Do you want to all for details.  Yes. Designed Select so Select so No.  Srt 5: Sign here. You had belief, it is true, correct some had belief.	ee's name and a 5-digit Person You MUST co	third-party desiree, a paid tax prophone number hal identification is mplete both pa	ignee? sparer, or another person Number (PIN) to use when ges of Form 941 and S	to dis	t.  thedules and statements, and to the best of my knowledge or all information of which preparer has any knowledge.  Print your name here Print your
Do you want to all for details.  Yes. Designs Select s No.  art 5: Sign here. Y Inder penalties of penury and belief, it is true, come Sign you name h	ee's name and a 5-digit Person You MUST con I declare that I tet, and complete were	third-party desiree, a paid tax prophone number hal identification is mplete both pa	ignee? sparer, or another person Number (PIN) to use when ges of Form 941 and S	to dis	t.  Print your name here  Print your title here  Manager  Manager
Do you want to all for details.  Yes. Designs Select s No.  Stign here. Yes Sign here. Yes Sign you name h	ee's name and a 5-digit Person You MUST con I declare that I tet, and complete were	third-party desiree, a paid tax prophone number hal identification is mplete both pa	ignee? sparer, or another person Number (PIN) to use when ges of Form 941 and S	to dis	t.  the decides and statements, and to the best of my knowledge on all information of which preparer has any knowledge.  Print your name here Print your title here Manager  Best daytime phone 2069384291
Do you want to all for details.  Yes. Designs Select a  No.  art 5: Sign here. Yes Sign you hame here. Yes preparer use preparer use preparer use preparer use preparer is name.	ee's name and a 5-digit Person You MUST con I declare that I tet, and complete were	third-party desiree, a paid tax prophone number hal identification is mplete both pa	ignee? sparer, or another person Number (PIN) to use when ges of Form 941 and S	to dis	t.  the decides and statements, and to the best of my knowledge on all information of which preparer has any knowledge.  Print your name here
Do you want to all for details.  Yes. Designs Select s  No.  Sign here. Y  Under penalties of perjury and belief, it is true, come  Sign you name h  Preparer's name  Preparer's name  Preparer's signature  Firm's name (or yours)	ee's name and a 5-digit Person You MUST con I declare that I tet, and complete were	third-party desiree, a paid tax prophone number hal identification is mplete both pa	ignee? sparer, or another person Number (PIN) to use when ges of Form 941 and S	to dis	t.  Ing to the IRS.  Ing to the IRS.  In the dules and statements, and to the best of my knowledge on all information of which preparer has any knowledge.  Print your name here
Do you want to all for details.  Yes. Designs Select a  No.  art 5: Sign here. Yes and belief, it is true, come  Sign you name h	ee's name and a 5-digit Person You MUST con I declare that I tet, and complete were	third-party desiree, a paid tax prophone number hal identification is mplete both pa	ignee? sparer, or another person Number (PIN) to use when ges of Form 941 and S	to dis	t.  Ing to the IRS.  It.  Indicates and statements, and to the best of my knowledge on all information of which preparer has any knowledge.  Print your name here
Do you want to a for details.  Yes. Designed Select is Select is No.  Part 5: Sign here. Your sand belief, it is true, come and belief, it is true, come sign you name here preparer's name.  Preparer's name.  Preparer's signature.  Preparer's signature.	ee's name and a 5-digit Person You MUST con I declare that I tet, and complete were	third-party desiree, a paid tax prophone number hal identification is mplete both pa	ignee? sparer, or another person Number (PIN) to use when ges of Form 941 and S	to dis	t.  thedules and statements, and to the best of my knowledge or all information of which preparer has any knowledge.  Print your name here Print your title here Manager  Best daytime phone 2069384291  Check if you are self-employed

	-		3 5	8 0		or this Quarter of 2020
mployer	ridentification number (EIN)				(Check one	
lame (	not your tracks name) SFC LLC					ary, February, March
Frade r	same (if any)					, May, June August, September
	Lanco acet acce CW					iber, November, December
ddress	4700 36th Ave SW		Suhi or h	som number	Go to www	irs.gov/Form941 for
	100	W.A	98	8126	Instructions	and the latest information.
	Seattle	Stat		rode		
	Foreign country name	Fareign province/court	y Fareign	postal code		
	THE STREET STREET	loto Form 941 Type	or print within	the boxes.		
-	separate instructions before you comp  Answer these questions for this	quarter.	OF PHILL WISH	THE DESIGNATION		
artifi	Number of employees who received w		compensatio	n for the pay perio	d	
1 1	noluding: Mar. 12 (Quarter 1), June 12 (	Quarter 2), Sept. 12	(Quarter 3), or	r Dec. 12 (Quarter 4	1	6
						75200 • 00
2 1	Wages, tips, and other compensation				. 2	72200.0
3 1	Federal income tax withheld from wag	os tins and other	compensatio	n	. 3	0 . 00
5b '	Taxable social security wages		00 × 0.124			
	Taxable Medicare wages & tips	75200 .	00 × 0.029	= 2180	. 80	
5d '	Taxable Medicare wages & tips   Taxable wages & tips subject to Additional Medicare Tax withholding	75200 4	00 × 0.029 × 0.009		. 80	
5d	Taxable wages & tips subject to		=		. 80	11505 • 6
5d 5e	Taxable wages & tips subject to Additional Medicare Tax withholding	nd 5d	× 0.009	-		11505 . 60
5d 5e 5f	Taxable wages & tips subject to Additional Medicare Tax withholding Add Column 2 from lines 5a, 5b, 5c, a	nd 5d	× 0.009	-	. 5e	
5d 5e 5f 6	Taxable wages & tips subject to Additional Medicare Tax withholding Add Column 2 from lines 5a, 5b, 5c, at Section 3121(q) Notice and Demand—	Tax due on unrepo	× 0.009	-	. 5e 5f 6 7	11505 . 6
5d 56 5f 6 7	Taxable wages & tips subject to Additional Medicare Tax withholding Add Column 2 from lines 5a, 5b, 5c, at Section 3121(q) Notice and Demand— Total taxes before adjustments. Add in	Tax due on unrepo ines 3, 5e, and 5f	× 0.009	-	. 5e	11505 . 6
5d 56 5f 6 7 8	Taxable wages & tips subject to Additional Medicare Tax withholding Add Column 2 from lines 5a, 5b, 5c, at Section 3121(q) Notice and Demand—Total taxes before adjustments. Add if Current quarter's adjustment for fractions.	Tax due on unrepoines 3, 5e, and 5f	× 0.009	instructions)	. 5e 5f 6 7	11505 . 6
5d 56 5f 6 7 8 9	Taxable wages & tips subject to Additional Medicare Tax withholding Add Column 2 from lines 5a, 5b, 5c, at Section 3121(q) Notice and Demand—Total taxes before adjustments. Add if Current quarter's adjustment for fractionary content quarter's adjustment for sick	Tax due on unrepoines 3, 5e, and 5f tions of cents pay	× 0.009	instructions)	5e 51 6 7 8 8	11505 . 6
5d 56 56 6 7 8 9 9 110	Taxable wages & tips subject to Additional Medicare Tax withholding Add Column 2 from lines 5a, 5b, 5c, at Section 3121(q) Notice and Demand—Total taxes before adjustments. Add if Current quarter's adjustment for fractionary quarter's adjustment for sick Current quarter's adjustments for tips	Tax due on unrepo ines 3, 5e, and 5f tions of cents pay and group-term life	× 0.009	instructions)	. 5e . 5f . 6 . 7 . 8 . 9 . 10 .	11505 . 6
5d 56 56 6 7 8 9 9 110 111 112	Taxable wages & tips subject to Additional Medicare Tax withholding Add Column 2 from lines 5a, 5b, 5c, at Section 3121(q) Notice and Demand—Total taxes before adjustments. Add if Current quarter's adjustment for fractionary quarter's adjustment for sick Current quarter's adjustments for tips Total taxes after adjustments. Combin Qualified small business payroll tax creations.	Tax due on unrepo ines 3, 5e, and 5f tions of cents pay and group-term life the lines 6 through 9 dit for increasing re	× 0.009  orted tips (see insurance search activit	ies. Attach Form 897	5e 5f 6 7 8 9 10 11 12 12	11505 . 6
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Preparer's signature					Date / /
Firm's name (or yours if self-employed)					EIN
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				51 1	2: April, M	ay, June
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of Pub. 15. 16 Check one:	Line 12 on this incur a \$100,00	return is less than 0 next-day deposit eturn is \$100,000 c	\$2,500 or line 12 on the return obligation during the current or more, you must provide a recommendation of the current of the	m for the prior quarter was less than \$2,500, and you quarter. If line 12 for the prior quarter was less than \$2.5 cord of your federal tax liability. If you are a monthly schedule schedule depositor, attach Schedule B (Form 841).
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Trad	de name (if any)					2: April	May, June
	4700 36th Ave SW					3: July,	August, September
ddr	Number Street		_	Sulle or room in	umber	CERTIFICATION OF THE PROPERTY	ber, November, December
	Seattle		WA	98126			irs.gov/Form941 for and the latest information.
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me (not your trade name)					950217
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I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

#### CERTIFICATE OF EXISTENCE

OF

#### SFC LLC

**I CERTIFY** that the records on file in this office show that the above named entity was formed under the laws of the State of Washington and that its public organic record was filed in Washington and became effective on 11/03/2017.

**I FURTHER CERTIFY** that the entity's duration is Perpetual, and that as of the date of this certificate, the records of the Secretary of State do not reflect that this entity has been dissolved.

I FURTHER CERTIFY that all fees, interest, and penalties owed and collected through the Secretary of State have been paid.

**I FURTHER CERTIFY** that the most recent annual report has been delivered to the Secretary of State for filing and that proceedings for administrative dissolution are not pending.

Issued Date: 06/03/2020 UBI Number: 604 183 433



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Date Issued: 06/03/2020

# **BUSINESS INFORMATION**

Business Name:

SFC LLC

**UBI** Number:

604 183 433

Business Type:

WA LIMITED LIABILITY COMPANY

Business Status:

ACTIVE

Principal Office Street Address:

4700 36TH AVE SW, SEATTLE, WA, 98126-2716, UNITED STATES

Principal Office Mailing Address:

4700 36TH AVE SW, SEATTLE, WA, 98126-2716, UNITED STATES

Expiration Date:

11/30/2020

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/ Registration Date:

11/03/2017

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

ANY LAWFUL PURPOSE, CONSTRUCTION

# REGISTERED AGENT INFORMATION

Registered Agent Name:

ERIC SHIBLEY

Street Address:

4700 36TH AVE SW, SEATTLE, WA, 98126-2716, UNITED STATES

Mailing Address:

4700 36TH AVE SW, SEATTLE, WA, 98126-2716, UNITED STATES

# **GOVERNORS**

Title Governors Type Entity Name First Name Last Name
GOVERNOR INDIVIDUAL ERIC SHIBLEY

about:blank

# Operating Agreement

# SFC LLC, a Washington Limited Liability Company

THIS OPERATING AGREEMENT of SFC LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

- The Members have formed the Company as a Washington limited liability company under the Washington Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Washington. The Members hereby adopt and approve the certificate of formation of the Company filed with the Washington Secretary of State.
- The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

#### ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Washington Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and

(4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A,"
"Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Manager" means each Person who has authority to manage the business and affairs of the Company pursuant to this Agreement; such Persons are listed on Exhibit B, as may be updated from time to time according to the terms of this Agreement. A Manager may be, but is not required to be, a Member.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be eJ1titled as provided in this Agreement and under the Washington Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
  - the number of Units owned by the Member (expressed as "MU" in the equation below) divided by
  - (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

    Percentage Interest= MU
    TU

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

# ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

- 2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Membel's name on Exhibit A to become a Member of the Company.
- 2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

### 2.3 Additional Members.

- A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.
- B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instrun1ents, in the form and containing the information required by the Company, that the Managers deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.
- 2.4 Capital Accounts, Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.
- 2.5 Interest. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.
- 2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Washington Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

## ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

- 3.2 Distributions. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Managers in accordance with the Washington Limited Liability Company Act.
- 3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:
- A. The Company would be unable to pay its debts as they become due in the usual course of business; or
- B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

### ARTICLE 4: MANAGEMENT

### 4.1 Management.

- A. Generally. Subject to the terms of this Agreement and the Washington Limited Liability Company Act, the business and affairs of the Company will be managed by the Board of Managers, as further described below. The Members initially nominate and elect the Person(s) set forthon Exhibit B to serve as the Manager(s) of the Company. The Managers will act under the direction of the Members and may be elected or removed at any time, for any reason or no reason, by the Members holding a majority of the Voting Interest of the Company. Exhibit B must be amended to reflect any changes in Managers.
- B. Approval and Action. Unless greater or other authorization is required pursuant to this Agreement or under the Washington Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by a majority of Managers, to constitute the act of the Company or serve to bind the Company, but if the Managers cannot reach a majority vote, the dispute will be submitted to the Members to be resolved by the affirmative vote of the Members holding at least a majority of the Voting Interest of the Company. With such approval, the signature of any Managers authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved.

Without such approval, no Managers acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

- C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause Babove, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:
  - A material change in the purposes or the nature of the Company's business;
  - (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
  - (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
  - (iv) The amendment of this Agreement.
- 4.2 Meetings of Managers. Regular meetings of the Managers are not required but may be held at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference call, or by any other means permitted under the Washington Limited Liability Company Act. In addition, Company actions requiring a vote may be carried out without a meeting if all of the Managers consent in writing to approve the action.
- 4.3 Officers. The Managers are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Managers determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Managers; or (b) the officer is dismissed or terminated by the Managers, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Managers, and may be terminated, at any time and for any reason, by the Managers.

## ARTICLE 5: ACCOUNTS AND ACCOUNTING

- 5.1 Accounts. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.
- 5.2 Records. The Managers will keep or cause the Company to keep the following business records.
  - (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
  - (ii) A copy of the Company's federal, state, and local tax in formation and income tax returns and reports, if any, for the six most recent taxable years;
  - (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
  - (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.
- 5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and rep or ts anda copy of the Company's federal, state, and local tax information or income tax return S and reports for such year.
- 5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

- 5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.
- 5.6 Banking. All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Managers are authorized to establish such accounts and complete, sign, and de live r any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

## ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

- or the Washington Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1 (c)) or required under the Washington Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.
- 6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Washington Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Washington Limited Liability Company Act, including by conference callor similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to theaction.

## ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

- Withdrawal. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amoU11t equal to such Member's Capital Account.
- Restrictions on Transfer; Admission of Transferee. A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

### ARTICLE 8: DISSOLUTION

- Dissolution . The Company will be dissolved upon the first to occur of the following events:
  - The unanimous agreement of all Members in a consent in writing to dissolve the Company;
  - Entry of a decree of judicial dissolution under Washington Limited Liability Company Act;
  - At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

-

Company Agent seeking indemnification) or a majority of the Managers that are not seeking indemnification, as the case may be. Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

### ARTICLE 10: GENERAL PROVISIONS

- 10.1 Notice. (a)-Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.
- 10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Washington Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members except as otherwise required or permitted by the Washington Limited Liability Company Act.
- 10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Washington. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining

provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

- 10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.
- 10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.
- 10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.
- 10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentio11111ly Left Blank.]

### EXHIBIT A MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit Accurate and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members

Eric Ryan Shibley, Manager/Governor

Address:

100%

Capital Contribution

100%

Percentage Interest

4700 36th Ave. SW

Seattle, Washington 98126

IN WITNESS WHEREOF the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 11/19/2017

Signature of Eric Ryan Shibley

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† Employer's name SFC LLC		5 Modicare wages and this 451200	6 Medicare tax withheld 13064.6			
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4700 36th Ave SW Seattle WA 98126-27 g Employer's address and ZIP code.	716		12b			
h Other EIN used this year		13 For third-party sick pay use only				
15 State Employer's state (D number WA 60318	83433	14 Income ask withheld by payor of third-party bick pay				
16 State weges, tips, etc. 17 Sta	ste iscome tav	18 Local wages, tlos, etc.	19 Local income tax			
Employer's contact person Eric R Shibley		Employer's telephone number 208-938-4291	For Official Use Only			
Employer's lax number 206-260-1412	2	Employer's email address shibley98271@gmail.com				

Title Manager

### W-3 Transmittal of Wage and Tax Statements

2019

Department of the Tresputy Internal Revenue Benfor

04/24/202020

Send this entire page with the entire Copy A page of Form(s) W-2 to the Social Security Administration (SSA). Photocopies are not acceptable. Do not send Form W-3 if you filed electronically with the SSA. Do not send any payment (cash, checks, money orders, etc.) with Forms W-2 and W-3.

#### Reminder

Separate instructions. See the 2019 General Instructions for Forms W-2 and W-3 for information on completing this form. Do not file Form W-3 for Form(s) W-2 that were submitted electronically to the SSA.

#### Purpose of Form

Eric R Shibley

Complete a Form W-3 Transmittal only when filing paper Copy A of Form(s) W-2, Wage and Tax Statement. Don't file Form W-3 alone. All paper forms must comply with IRS standards and be machine readable. Photocopies are not acceptable. Use a Form W-3 even if only one paper Form W-2 is being filed. Make sure both the Form W-3 and Form(s) W-2 show the correct tax year and Employer Identification Number (EIN). Make a copy of this form and keep it with Copy D (For Employer) of Form(s) W-2 for your records. The IRS recommends retaining copies of these forms for four years.

#### E-Filing

The SSA strongly suggests employers report Form W-3 and Forms W-2 Copy A electronically instead of on paper. The SSA provides two free e-filing options on its Business Services Online (BSO) website.

- W-2 Online. Use fill-in forms to create, save, print, and submit up to 50 Forms W-2 at a time to the SSA.
- File Upload. Upload wage files to the SSA you have created using payroll or tax software that formats the files according to the SSA's Specifications for Filing Forms W-2 Electronically (EFW2).

W-2 Online fill-in forms or file uploads will be on time if submitted by January 31, 2020. For more information, go to www.SSA.gov/bso. First time filers, select "Register"; returning filers select "Log In."

### When To File Paper Forms

Mail Form W-3 with Copy A of Form(s) W-2 by January 31, 2020.

#### Where To File Paper Forms

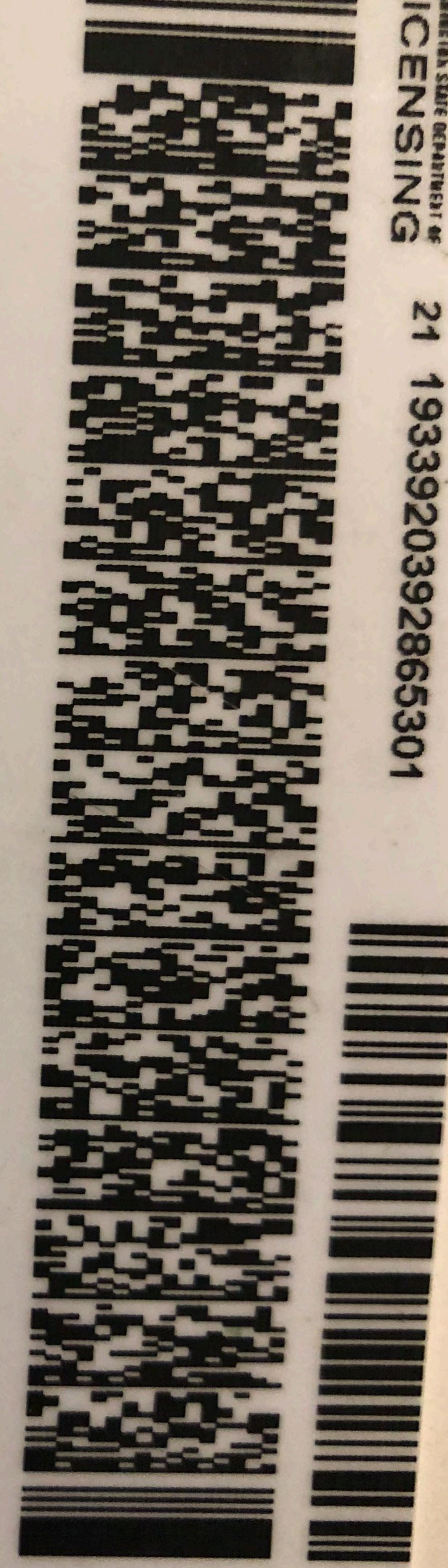
Send this entire page with the entire Copy A page of Form(s) W-2 to:

Social Security Administration Direct Operations Center Wilkes-Barre, PA 18769-0001

Note: If you use "Certified Mail" to file, change the ZIP code to "18769-0002." If you use an IRS-approved private delivery service, add "ATTN: W-2 Process, 1150 E. Mountain Dr." to the address and change the ZIP code to "18702-7997." See Pub. 15 (Circular E). Employer's Tax Guide, for a list of IRS-approved private delivery services.

For Privacy Act and Paperwork Reduction Act Notice, see the separate instructions.

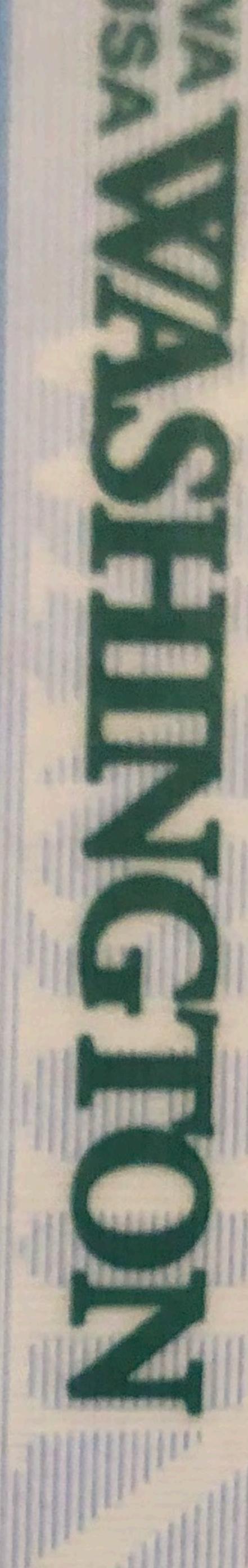
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DRIVER LICENSE FEDERAL LIMITS APPLY

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Paycheck Protection Program Borrower Application Form

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OMB Control No.: 3245-0407 Expiration Date: 09/30/2020 DBA or Tradename if Applicable Check One: ☐ Sole proprietor ☐ Partnership ☐ C-Corp ☐ S-Corp ☐ LLC ☐ Independent contractor ☐ Eligible self-employed individual □ 501(c)(3) nonprofit □ 501(c)(19) veterans organization ☐ Tribal business (sec. 31(b)(2)(C) of Small Business Act) ☐ Other Business Legal Name Dituri Construction LLC **Business Address** Business TIN (EIN, SSN) **Business Phone** 8508 4700 36th ave SW Seattle WA 98126 2069384291 Primary Contact Email Address shibley98271@gmail.com Eric Shibley \$ 980000 \$ 392000 49 Number of Employees: x 2.5 = EIDL, Net of Average Monthly Payroll: Advance (if Applicable) Equals Loan Request: Purpose of the loan ■Payroll □Lease / Mortgage Interest □Utilities □Other (explain): (select more than one): Applicant Ownership List all owners of 20% or more of the equity of the Applicant. Attach a separate sheet if necessary Address Title Ownership % TIN (EIN, SSN) Owner Name 4700 36th Ave SW Seattle WA 98126 526 100 Eric R Shibley Manager If questions (1) or (2) below are answered "Yes," the loan will not be approved. Yes No Ouestion 1. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy7 Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted in the last 7 years and caused a loss to the government? Is the Applicant or any owner of the Applicant an owner of any other business, or have common management with, any other business? If yes, list all such businesses and describe the relationship on a separate sheet identified as addendum A. Has the Applicant received an SBA Economic Injury Disaster Loan between January 31, 2020 and April 3, 2020? If yes. provide details on a separate sheet identified as addendum B. If questions (5) or (6) are answered "Yes," the loan will not be approved.

	Question	Yes	No
5.	Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, or on probation or parole?		
	Initial here to confirm your response to question 5 → ers		
6.	Within the last 5 years, for any felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded noto contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)?		
	Initial here to confirm your response to question 6 OFS		
-	The Mark Africa Standards and allowed and describe and the Market and Standards and Included in the		
7.	Is the United States the principal place of residence for all employees of the Applicant included in the Applicant's payroll calculation above?		П
8.	Is the Applicant a franchise that is listed in the SBA's Franchise Directory?		m
195	to the tablitation a continuous near in makes in the way a a continuous population);		

### Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 159 of 282

#### Paycheck Protection Program Borrower Application Form

### By Signing Below, You Make the Following Representations, Authorizations, and Certifications

#### CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

Print Name

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).
- The Applicant (1) is an independent contractor, eligible self-employed individual, or sole proprietor or (2) employs no more than the greater of 500 or employees or, if applicable, the size standard in number of employees established by the SBA in 13 C.F.R. 121.201 for the Applicant's industry.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All SBA loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rule.
- To the extent feasible, I will purchase only American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.
- Any loan received by the Applicant under Section 7(b)(2) of the Small Business Act between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses loans under the Paycheck Protection Program Rule.

#### For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended. CERTIFICATIONS The authorized representative of the Applicant must certify in good faith to all of the below by initialing next to each one: er The Applicant was in operation on February 15, 2020 and had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC. er Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant. er The funds will be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments, as specified under the Paycheck Protection Program Rule; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud. er The Applicant will provide to the Lender documentation verifying the number of full-time equivalent employees on the Applicant's payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight-week period following this loan. er I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities, and not more than 25% of the forgiven amount may be for non-payroll costs. er During the period beginning on February 15, 2020 and ending on December 31, 2020, the Applicant has not and will not receive another loan under the Paycheck Protection Program. er I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000. er I acknowledge that the lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews. 06/04/2020 Date Signature of Authorized Representative of Applicant Manager Eric R Shibley

Title



### Paycheck Protection Program Borrower Application Form

OMB Control No.: 3245-0407	
Expiration Date: 09/30/2020	

Check One: ☐ Sole proprietor ☐ Partnership ☐ C-Corp ☐ S-Corp ☐ LLC ☐ Independent contractor ☐ Eligible self-employed individual ☐ 501(c)(3) nonprofit ☐ 501(c)(19) veterans organization				D	BA or Tradei	name if Applic	able			
	☐ Tribal business (sec. 31(b)(2)(C) of Small Business Act) ☐ Other									
		Business	Legal Name							
		Busine	ss Address			Business TIN	(EIN, SSN)	Busin	ess Phone	<u> </u>
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						Primary	Contact	Emai	l Address	
	ge Monthly Payroll:	\$	x 2.5 + EIDL, 1 Advance (if App Equals Loan Re	plicable)	\$		Number of	of Employees	:	
_	se of the loan				_					
(select	t more than one):	∐Payroll	Lease / Mortgage Inter	rest Utilities	Ш	Other (explain)	):			
			Applicant Own	nership						
List all	owners of 20% or mor	e of the equity	of the Applicant. Attach a	separate sheet it	f nec	essary.				
	Owner Name		Title	Ownership %	T	IN (EIN, SSN)		Address		
<u>I</u>	f questions (1) or (2) b	elow are answ	vered "Yes," the loan will n	ot be approved.						
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1.			e Applicant presently suspention in this transaction by a						у 🗌	
2.		SBA or any o	e Applicant, or any busines other Federal agency that is						or 🗌	
3.			e Applicant an owner of an esses and describe the relati						er 🗌	
4.			A Economic Injury Disaster identified as addendum B.	Loan between Ja	anua	ary 31, 2020 and	d April 3, 202	20? If yes,		
<u>I</u> f	questions (5) or (6) ar	e answered "	Yes," the loan will not be a	pproved.						
			Question					Ye	s N	0
5. Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, or on probation or parole?						]				
	Initial here to confir	m your respon	use to question $5 \rightarrow$							
6. Within the last 5 years, for any felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)?					]					
	Initial here to confirm your response to question $6 \rightarrow$									
7.	Is the United States Applicant's payroll		place of residence for all emove?	nployees of the A	Appli	cant included in	n the			
8.						[				

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#### Paycheck Protection Program Borrower Application Form

#### By Signing Below, You Make the Following Representations, Authorizations, and Certifications

#### CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).
- The Applicant (1) is an independent contractor, eligible self-employed individual, or sole proprietor or (2) employs no more than the greater of 500 or employees or, if applicable, the size standard in number of employees established by the SBA in 13 C.F.R. 121.201 for the Applicant's industry.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All SBA loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rule.
- To the extent feasible, I will purchase only American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.

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• Any loan received by the Applicant under Section 7(b)(2) of the Small Business Act between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses loans under the Paycheck Protection Program Rule.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

#### **CERTIFICATIONS**

The authorized representative of the Applicant must certify in good fature	to an of the octow by initiating next to each one.
The Applicant was in operation on February 15, 2020 and had e contractors, as reported on Form(s) 1099-MISC.	employees for whom it paid salaries and payroll taxes or paid independen
Current economic uncertainty makes this loan request necessar	ry to support the ongoing operations of the Applicant.
	r make mortgage interest payments, lease payments, and utility payments derstand that if the funds are knowingly used for unauthorized purposes charges of fraud.
	ifying the number of full-time equivalent employees on the Applicant' mortgage interest payments, covered rent payments, and covered utilitie
I understand that loan forgiveness will be provided for the s covered rent payments, and covered utilities, and not more than	sum of documented payroll costs, covered mortgage interest payments in 25% of the forgiven amount may be for non-payroll costs.
During the period beginning on February 15, 2020 and ending of loan under the Paycheck Protection Program.	on December 31, 2020, the Applicant has not and will not receive anothe
forms is true and accurate in all material respects. I understand from SBA is punishable under the law, including under 18 US fine of up to \$250,000; under 15 USC 645 by imprisonment of	ration and the information provided in all supporting documents and ad that knowingly making a false statement to obtain a guaranteed loan C 1001 and 3571 by imprisonment of not more than five years and/or a f not more than two years and/or a fine of not more than \$5,000; and, if 14 by imprisonment of not more than thirty years and/or a fine of not
acknowledge and agree that the Lender can share any tax info	loan amount using required documents submitted. I understand, formation that I have provided with SBA's authorized representatives, Inspector General, for the purpose of compliance with SBA Loan
Signature of Authorized Representative of Applicant	Date
Print Name	Title

### Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 162 of 282



#### Paycheck Protection Program Borrower Application Form

#### **Purpose of this form:**

This form is to be completed by the authorized representative of the Applicant and *submitted to your SBA Participating Lender*. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect that determination.

#### <u>Instructions for completing this form:</u>

With respect to "purpose of the loan," payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage, including insurance premiums, and retirement; payment of state and local taxes assessed on compensation of employees; and for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation.

For purposes of calculating "Average Monthly Payroll," most Applicants will use the average monthly payroll for 2019, excluding costs over \$100,000 on an annualized basis for each employee. For seasonal businesses, the Applicant may elect to instead use average monthly payroll for the time period between February 15, 2019 and June 30, 2019, excluding costs over \$100,000 on an annualized basis for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over \$100,000 on an annualized basis for each employee.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020, less the amount of any "advance" under an EIDL COVID-19 loan, to Loan Request as indicated on the form.

All parties listed below are considered owners of the Applicant as defined in 13 CFR § 120.10, as well as "principals":

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to: Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416., and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503

Privacy Act (5 U.S.C. 552a) – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act (the Act).

**Disclosure of Information** – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies' function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Act using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) foreclose on collateral or take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial

#### Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 163 of 282



### Paycheck Protection Program Borrower Application Form

institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Freedom of Information Act (5 U.S.C. 552) – Subject to certain exceptions, SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined, forced to cease operations, or prevented from starting operations. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

Equal Credit Opportunity Act (15 U.S.C. 1691) – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549; (2 CFR Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.



### Paycheck Protection Program Borrower Application Form

OMB Control No.: 3245-0407	
Expiration Date: 09/30/2020	

- CI 1	0 701	. II Dag Da			· ·	ND4	•••			
Check	Check One: □ Sole proprietor □ Partnership □ C-Corp □ S-Corp □ LLC □ Independent contractor □ Eligible self-employed individual □ 501(c)(3) nonprofit □ 501(c)(19) veterans organization □ Tribal business (sec. 31(b)(2)(C) of Small Business Act) □ Other			ı.	)BA or Tradei	name II Ap	рисав	ie		
	Busines	s Legal Name								
	Rusin	ess Address			Business TIN	(EIN. SSN)	Br	ısiness	Phone	
	2 40/11				Dusmess 111	(221, 551,)	( )	-	1 110110	
					Primary	Contact	Eı	mail A	ddress	
					11111111				uu ess	
	Average Monthly Payroll: \$ x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request: Number of Employees Supplied to the Advance of Employees Supplied to the Employees Supplied Supplied to the Employees Supplied						of Employe	ees:		
_	se of the loan	_								
(select	t more than one):	Il □Lease / Mortgage Inter	rest Utilities		Other (explain	):				
		Applicant Owr	nership							
List all	owners of 20% or more of the equi	ty of the Applicant. Attach a	separate sheet if	nec	essary.					
	Owner Name	Title	Ownership %	TI	N (EIN, SSN)		Addre	ess		
	f questions (1) or (2) below are ans	wered "Yes." the loan will r	not be approved.							
-	, 4	Question							Yes	No
1.	Is the Applicant or any owner of t voluntarily excluded from particip bankruptcy?	he Applicant presently suspo								
2.	Has the Applicant, any owner of t guaranteed loan from SBA or any caused a loss to the government?									
3.	Is the Applicant or any owner of t business? If yes, list all such busin							other		
4.	Has the Applicant received an SB provide details on a separate sheet		Loan between Ja	ınua	ry 31, 2020 an	d April 3, 202	20? If yes,			
<u>I</u> f	questions (5) or (6) are answered	"Yes," the loan will not be a	pproved.							
		Question					,	Yes	No	
5. Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, or on probation or parole?										
	Initial here to confirm your response	nse to question $5 \rightarrow$								
6. Within the last 5 years, for any felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)?						]				
	Initial here to confirm your response	nse to question $6 \rightarrow$								
7.	Is the United States the principal Applicant's payroll calculation al		nployees of the A	ppli	cant included i	n the				]
8.	Is the Applicant a franchise that i	s listed in the SBA's Franch	ise Directory?							

### Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 165 of 282



#### Paycheck Protection Program Borrower Application Form

#### By Signing Below, You Make the Following Representations, Authorizations, and Certifications

#### CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).
- The Applicant (1) is an independent contractor, eligible self-employed individual, or sole proprietor or (2) employs no more than the greater of 500 or employees or, if applicable, the size standard in number of employees established by the SBA in 13 C.F.R. 121.201 for the Applicant's industry.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All SBA loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rule.
- To the extent feasible, I will purchase only American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.
- Any loan received by the Applicant under Section 7(b)(2) of the Small Business Act between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses loans under the Paycheck Protection Program Rule.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

#### **CERTIFICATIONS**

The authorized representative of the Applicant must certify in good f	aith to all of the below by <b>initialing</b> next to each one:
The Applicant was in operation on February 15, 2020 and contractors, as reported on Form(s) 1099-MISC.	had employees for whom it paid salaries and payroll taxes or paid independen
Current economic uncertainty makes this loan request nec	cessary to support the ongoing operations of the Applicant.
	roll or make mortgage interest payments, lease payments, and utility payments; I understand that if the funds are knowingly used for unauthorized purposes as for charges of fraud.
	n verifying the number of full-time equivalent employees on the Applicant's ered mortgage interest payments, covered rent payments, and covered utilitie
	the sum of documented payroll costs, covered mortgage interest payments e than 25% of the forgiven amount may be for non-payroll costs.
During the period beginning on February 15, 2020 and end loan under the Paycheck Protection Program.	ding on December 31, 2020, the Applicant has not and will not receive anothe
forms is true and accurate in all material respects. I under from SBA is punishable under the law, including under 15 fine of up to \$250,000; under 15 USC 645 by imprisonme	pplication and the information provided in all supporting documents and erstand that knowingly making a false statement to obtain a guaranteed loan 8 USC 1001 and 3571 by imprisonment of not more than five years and/or a ent of not more than two years and/or a fine of not more than \$5,000; and, if C 1014 by imprisonment of not more than thirty years and/or a fine of not
acknowledge and agree that the Lender can share any ta	ible loan amount using required documents submitted. I understand, x information that I have provided with SBA's authorized representatives, see of Inspector General, for the purpose of compliance with SBA Loan
Signature of Authorized Representative of Applicant	Date
Print Name	

### Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 166 of 282



#### Paycheck Protection Program Borrower Application Form

#### **Purpose of this form:**

This form is to be completed by the authorized representative of the Applicant and *submitted to your SBA Participating Lender*. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect that determination.

#### <u>Instructions for completing this form:</u>

With respect to "purpose of the loan," payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage, including insurance premiums, and retirement; payment of state and local taxes assessed on compensation of employees; and for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation.

For purposes of calculating "Average Monthly Payroll," most Applicants will use the average monthly payroll for 2019, excluding costs over \$100,000 on an annualized basis for each employee. For seasonal businesses, the Applicant may elect to instead use average monthly payroll for the time period between February 15, 2019 and June 30, 2019, excluding costs over \$100,000 on an annualized basis for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over \$100,000 on an annualized basis for each employee.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020, less the amount of any "advance" under an EIDL COVID-19 loan, to Loan Request as indicated on the form.

All parties listed below are considered owners of the Applicant as defined in 13 CFR § 120.10, as well as "principals":

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to: Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416., and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503

Privacy Act (5 U.S.C. 552a) – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act (the Act).

**Disclosure of Information** – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies' function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Act using the Taxpayer Identification Number (TIN) assigned to the borrower.

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#### Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 167 of 282



### Paycheck Protection Program Borrower Application Form

institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Freedom of Information Act (5 U.S.C. 552) – Subject to certain exceptions, SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined, forced to cease operations, or prevented from starting operations. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

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Equal Credit Opportunity Act (15 U.S.C. 1691) – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549; (2 CFR Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.



#### Paycheck Protection Program Borrower Application Form

OMB Control No.: 3245-0407	
Expiration Date: 09/30/2020	

A/STR.	•		20110110111	<b>pp</b> 2 012				1		
Check	Check One:  ☐ Sole proprietor ☐ Partnership ☐ C-Corp ☐ S-Corp ☐ LLC ☐ Independent contractor ☐ Eligible self-employed individual ☐ 501(c)(3) nonprofit ☐ 501(c)(19) veterans organization ☐ Tribal business (sec. 31(b)(2)(C) of Small Business Act) ☐ Other			D	BA or Trader	name if Applicab	le			
		Business	Legal Name							
		Dusinos	s Address			Dusiness TIN	(EIN CCN)	Business	Dhono	
		Dusines	s Auuress			Business TIN	(EIN, SSN)	( ) -	rnone	
						Doing	C44	F	11	
					F	Primary	Contact	Email A	aaress	
	Average Monthly Payroll: \$\ x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request: \$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \					f Employees:				
_	se of the loan		_							
(select	t more than one):	Payroll	☐Lease / Mortgage Inte	rest Utilities		Other (explain)	):			
			Applicant Own	nerchin						
List all	owners of 20% or mo	ore of the equity	of the Applicant. Attach a	=	nece	ssary.				
	Owner Name		Title	Ownership %	TIN	(EIN, SSN)		Address		
	<u> </u>			P / v		(===, ===, )				
	f questions (1) or (2)	helow are answ	ered "Yes," the loan will i	not he approved		<u></u>				
4	questions (1) or (2)	below are answ	Question	ioi oc approvea.					Yes	No
1.	Is the Applicant or a	any owner of the	e Applicant presently susp	ended, debarred, r	nronc	sed for debar	ment, declare	ed ineligible.	103	110
			tion in this transaction by							
2.		m SBA or any o	e Applicant, or any busines other Federal agency that is							
3.			e Applicant an owner of ar							
4	Has the Applicant of	accived on CDA	Economic Inium: Diseator	. I aan hatuuaan Ia		21 2020	1 4	002 If vos		П
4.			Economic Injury Disaster dentified as addendum B.	Loan between Ja	ınuary	y 31, 2020 and	1 April 3, 202	20? II yes,		
<u>I</u>	questions (5) or (6) o	are answered "	Yes," the loan will not be a	approved.						
			Question					Yes	No	
5.	to an indictment, cr	riminal informa	or any individual owning 2 tion, arraignment, or other cently incarcerated, or on p	means by which	form			et		
	Initial here to confirm your response to question 5 →									
6.	been convicted; 2) placed on any form	pleaded guilty; of parole or pr	ony, has the Applicant (if a 3) pleaded nolo contender obation (including probation	e; 4) been placed	on pr					
	Initial here to confi	irm your respon	se to question $6 \rightarrow$							
7.	Is the United States Applicant's payrol		lace of residence for all enove?	nployees of the Ap	pplic	ant included i	n the			
8.										

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#### Paycheck Protection Program Borrower Application Form

#### By Signing Below, You Make the Following Representations, Authorizations, and Certifications

#### CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).
- The Applicant (1) is an independent contractor, eligible self-employed individual, or sole proprietor or (2) employs no more than the greater of 500 or employees or, if applicable, the size standard in number of employees established by the SBA in 13 C.F.R. 121.201 for the Applicant's industry.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All SBA loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rule.
- To the extent feasible, I will purchase only American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.
- Any loan received by the Applicant under Section 7(b)(2) of the Small Business Act between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses loans under the Paycheck Protection Program Rule.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

#### CERTIFICATIONS

The authorized representative of the Applicant must certify in good faith to	o all of the below by <b>initialing</b> next to each one:
The Applicant was in operation on February 15, 2020 and had encontractors, as reported on Form(s) 1099-MISC.	mployees for whom it paid salaries and payroll taxes or paid independent
Current economic uncertainty makes this loan request necessary	y to support the ongoing operations of the Applicant.
	make mortgage interest payments, lease payments, and utility payments derstand that if the funds are knowingly used for unauthorized purposes charges of fraud.
	fying the number of full-time equivalent employees on the Applicant's nortgage interest payments, covered rent payments, and covered utilities
I understand that loan forgiveness will be provided for the su covered rent payments, and covered utilities, and not more than	am of documented payroll costs, covered mortgage interest payments a 25% of the forgiven amount may be for non-payroll costs.
During the period beginning on February 15, 2020 and ending o loan under the Paycheck Protection Program.	on December 31, 2020, the Applicant has not and will not receive another
forms is true and accurate in all material respects. I understand from SBA is punishable under the law, including under 18 USC fine of up to \$250,000; under 15 USC 645 by imprisonment of	ation and the information provided in all supporting documents and d that knowingly making a false statement to obtain a guaranteed loan C 1001 and 3571 by imprisonment of not more than five years and/or a not more than two years and/or a fine of not more than \$5,000; and, if 4 by imprisonment of not more than thirty years and/or a fine of not
acknowledge and agree that the Lender can share any tax info	loan amount using required documents submitted. I understand, ormation that I have provided with SBA's authorized representatives, Inspector General, for the purpose of compliance with SBA Loan
Signature of Authorized Representative of Applicant	Date
Print Name	 Title

### Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 170 of 282



#### Paycheck Protection Program Borrower Application Form

#### **Purpose of this form:**

This form is to be completed by the authorized representative of the Applicant and *submitted to your SBA Participating Lender*. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect that determination.

#### <u>Instructions for completing this form:</u>

With respect to "purpose of the loan," payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage, including insurance premiums, and retirement; payment of state and local taxes assessed on compensation of employees; and for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation.

For purposes of calculating "Average Monthly Payroll," most Applicants will use the average monthly payroll for 2019, excluding costs over \$100,000 on an annualized basis for each employee. For seasonal businesses, the Applicant may elect to instead use average monthly payroll for the time period between February 15, 2019 and June 30, 2019, excluding costs over \$100,000 on an annualized basis for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over \$100,000 on an annualized basis for each employee.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020, less the amount of any "advance" under an EIDL COVID-19 loan, to Loan Request as indicated on the form.

All parties listed below are considered owners of the Applicant as defined in 13 CFR § 120.10, as well as "principals":

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to: Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416., and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503

Privacy Act (5 U.S.C. 552a) – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act (the Act).

**Disclosure of Information** – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies' function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Act using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) foreclose on collateral or take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial

#### Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 171 of 282



### Paycheck Protection Program Borrower Application Form

institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Freedom of Information Act (5 U.S.C. 552) – Subject to certain exceptions, SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined, forced to cease operations, or prevented from starting operations. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

**Equal Credit Opportunity Act (15 U.S.C. 1691)** – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549; (2 CFR Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.

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# **Paycheck Protection Program**

OMB Control No.: 3245-04	07
Expiration Date: 09/30/20	20

 $\boxtimes$ 

A MSS AND	le de la company			Borrower A	pplication For	m					Date: 09/30	
Check	□ Ind □ 501	ependent contra (c)(3) nonprofi	ctor 🖵 Elig	cible self-employed (19) veterans organ (2) of Small Busine	d individual nization	er	I	OBA or Trader	name if A	applicab	le	
		Busin	ess Legal Na	me								
Eric R	Shibley MD I											
4700.0	0.04b A.v. C.V.V.		oness Addres	SS			Business TIN			Business		
4700 3	36th Ave SW	Seattle WA	98126				90		` ′	)38- <del>4</del> 29		
							Primary Eric Shibley	Contact		Email A	ddress Doutlook	com
	ge Monthly Payro	11: \$ 39,25	60	x 2.5 + EIDL, 1 Advance (if App Equals Loan Re	plicable)	\$ 98,	,125	Number of	of Emplo	yees:	6	
_	se of the loan more than one):	⊠Pay	roll 🗖 Lea	se / Mortgage Inte	rest \(\overline{\overline		Other (explain	employee e	xpenses			
							· •					
List all	owners of 20% or	more of the ec	uity of the A	Applicant Owr Applicant. Attach a	-	f nec	essary.					
	Owner Na	ne		Title	Ownership %	TI	N (EIN, SSN)		Add	lress		
Eric R S	Shibley		Manage	·	100		-5264	4700 36th Av	e SW Se	attle WA	98126	
<u>I</u> j	f questions (1) or	(2) below are a	nswered "Y	es," the loan will r	not be approved.							
				Question							Yes	No
1.				ant presently susponis transaction by a								
2.		from SBA or a	ny other Fed	ant, or any busines leral agency that is								$\boxtimes$
3.				ant an owner of an						y other	$\boxtimes$	
4.				nic Injury Disaster d as addendum B.	Loan between J	anua	ry 31, 2020 an	d April 3, 202	20? If ye	es,		$\boxtimes$
<u>If</u>	questions (5) or (	(6) are answere	d "Yes," the	e loan will not be a	pproved.							
				Question						Yes	No	)
5.	to an indictmen	t, criminal info	rmation, arra	dividual owning 2 aignment, or other carcerated, or on p	means by which	form			et		Σ	₫
	Initial here to c	onfirm your res	ponse to que	estion $5 \rightarrow \frac{\text{ers}}{}$								
6.	been convicted placed on any f	(2) pleaded gui form of parole of	lty; 3) plead r probation	the Applicant (if a ed nolo contender (including probatio	e; 4) been placed	on p			1		Σ	₫
	Initial here to c	onfirm your res	ponse to que	estion $6 \rightarrow \frac{\text{ers}}{}$								
7.	Is the United St Applicant's pay			esidence for all en	nployees of the A	Applio	cant included	in the		$\boxtimes$		

Is the Applicant a franchise that is listed in the SBA's Franchise Directory?

8.

### Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 173 of 282



#### Paycheck Protection Program Borrower Application Form

#### By Signing Below, You Make the Following Representations, Authorizations, and Certifications

#### CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).
- The Applicant (1) is an independent contractor, eligible self-employed individual, or sole proprietor or (2) employs no more than the greater of 500 or employees or, if applicable, the size standard in number of employees established by the SBA in 13 C.F.R. 121.201 for the Applicant's industry.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All SBA loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rule.
- To the extent feasible, I will purchase only American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.
- Any loan received by the Applicant under Section 7(b)(2) of the Small Business Act between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses loans under the Paycheck Protection Program Rule.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

#### **CERTIFICATIONS**

The aut	horized representative of the Applicant must certify in good faith to all o	f the below by <b>initialing</b> next to each one:
ers	The Applicant was in operation on February 15, 2020 and had employ contractors, as reported on Form(s) 1099-MISC.	rees for whom it paid salaries and payroll taxes or paid independent
	Current economic uncertainty makes this loan request necessary to s	apport the ongoing operations of the Applicant.
ers	The funds will be used to retain workers and maintain payroll or make as specified under the Paycheck Protection Program Rule; I understa	nd that if the funds are knowingly used for unauthorized purposes,
ers	the federal government may hold me legally liable, such as for charg	es of fraud.
	The Applicant will provide to the Lender documentation verifying payroll as well as the dollar amounts of payroll costs, covered mortgifor the eight-week period following this loan.	
ers		
ers	I understand that loan forgiveness will be provided for the sum of covered rent payments, and covered utilities, and not more than 25%	
	During the period beginning on February 15, 2020 and ending on Decloan under the Paycheck Protection Program.	ember 31, 2020, the Applicant has not and will not receive another
ers	I further certify that the information provided in this application forms is true and accurate in all material respects. I understand that from SBA is punishable under the law, including under 18 USC 100 fine of up to \$250,000; under 15 USC 645 by imprisonment of not n submitted to a federally insured institution, under 18 USC 1014 by more than \$1,000,000.	knowingly making a false statement to obtain a guaranteed loan l and 3571 by imprisonment of not more than five years and/or a ore than two years and/or a fine of not more than \$5,000; and, if
ers		
	I acknowledge that the lender will confirm the eligible loan acknowledge and agree that the Lender can share any tax informatincluding authorized representatives of the SBA Office of Insperior Requirements and all SBA reviews.	on that I have provided with SBA's authorized representatives,
		04/24/2020
_	ture of Authorized Representative of Applicant	Date
Eric R	Shibley	Manager

Title

Print Name

### Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 174 of 282



#### Paycheck Protection Program Borrower Application Form

#### **Purpose of this form:**

This form is to be completed by the authorized representative of the Applicant and *submitted to your SBA Participating Lender*. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect that determination.

#### <u>Instructions for completing this form:</u>

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For purposes of calculating "Average Monthly Payroll," most Applicants will use the average monthly payroll for 2019, excluding costs over \$100,000 on an annualized basis for each employee. For seasonal businesses, the Applicant may elect to instead use average monthly payroll for the time period between February 15, 2019 and June 30, 2019, excluding costs over \$100,000 on an annualized basis for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over \$100,000 on an annualized basis for each employee.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020, less the amount of any "advance" under an EIDL COVID-19 loan, to Loan Request as indicated on the form.

All parties listed below are considered owners of the Applicant as defined in 13 CFR § 120.10, as well as "principals":

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to: Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416., and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503.

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**Disclosure of Information** – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies' function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Act using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) foreclose on collateral or take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial

#### Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 175 of 282



#### Paycheck Protection Program Borrower Application Form

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Freedom of Information Act (5 U.S.C. 552) – Subject to certain exceptions, SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

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Debarment and Suspension Executive Order 12549; (2 CFR Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.

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### Paycheck Protection Program Borrower Application Form

OMB Control No.: 3245-0	)407
Expiration Date: 09/30/2	2020

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Check	☐ Independ☐ 501(c)(3)	lent contracto ) nonprofit [	artnership □ C-Corp □ S or □ Eligible self-employe □ 501(c)(19) veterans orga B1(b)(2)(C) of Small Busing	d individual nization	er	Г	DBA or Tradei	name if Ap	plicabl	e	
		Business	Legal Name								
	SFC LLC										
			ess Address			Business TIN				Phone	
4700 361	th Ave SW Seattle WA 98	3126				358	30	206) 93	38-42	291	
						Primary	Contact	E	mail A	ddress	
						Eric Shibley		shibley98	3271@g	gmail.con	n
Average Monthly Payroll: \$\frac{37,600}{\text{Advance (if Applicable)}} \text{Sumber of Entity of Advance (if Applicable)} \text{Equals Loan Request:} Vumber of Entity of						of Employ	ees: 6				
Purpos	se of the loan										
(select	more than one):	Payrol	l 🛮 Lease / Mortgage Inte	erest 🖾 Utilities		Other (explain	):		_		
		•									
			Applicant Own	nership							
List all	owners of 20% or more	e of the equit	y of the Applicant. Attach	a separate sheet it	fnece	essary.					
	Owner Name		Title	Ownership %	TI	N (EIN, SSN)		Addr	ess		
Eric R S			Manager	100		5264	4700 36th Av			98126	
	· · · · · · · · · · · · · · · · · · ·	1	1 " " " 1 " 1 " 11	. 1 1							
	f questions (1) or (2) be	elow are ansv	wered "Yes," the loan will	not be approved.							
		0.1	Question			10 11				Yes	No
1.	1. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?						$\boxtimes$				
2.	2. Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted in the last 7 years and caused a loss to the government?										
3.			ne Applicant an owner of an esses and describe the relat						other		
4.			A Economic Injury Disaster identified as addendum B.		anuaı	ry 31, 2020 an	d April 3, 202	20? If yes,	,		
It	questions (5) or (6) are	<u>e answe</u> red "	'Yes," the loan will not be a	approved.							
			Question	<del></del>					Yes	No	
5.			or any individual owning 2								 ]
	brought in any jurisd	iction, or pre	ation, arraignment, or other esently incarcerated, or on p			iai criminai cr	larges are			_	•
	Initial here to confirm	n your respoi	nse to question $5 \rightarrow \frac{\text{ers}}{}$								
6.	been convicted; 2) pl	eaded guilty; of parole or p	lony, has the Applicant (if a ; 3) pleaded nolo contender robation (including probations to question 6 -> ers	e; 4) been placed	on p			1		$\boxtimes$	]
	initial liefe to confill	ir your respon									
7.	Is the United States t Applicant's payroll of		place of residence for all er pove?	nployees of the A	Applio	cant included	in the		$\boxtimes$		]
8.	Is the Applicant a fra	inchise that is	s listed in the SBA's Franci	hise Directory?						$\boxtimes$	]

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#### Paycheck Protection Program Borrower Application Form

#### By Signing Below, You Make the Following Representations, Authorizations, and Certifications

#### CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).
- The Applicant (1) is an independent contractor, eligible self-employed individual, or sole proprietor or (2) employs no more than the greater of 500 or employees or, if applicable, the size standard in number of employees established by the SBA in 13 C.F.R. 121.201 for the Applicant's industry.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All SBA loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rule.
- To the extent feasible, I will purchase only American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.
- Any loan received by the Applicant under Section 7(b)(2) of the Small Business Act between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses loans under the Paycheck Protection Program Rule.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

#### **CERTIFICATIONS**

The autho	orized representative of the Applicant must certify in good faith to all of the bo	elow by initialing next to each one:
ers	The Applicant was in operation on February 15, 2020 and had employees for contractors, as reported on Form(s) 1099-MISC.	whom it paid salaries and payroll taxes or paid independent
ers	Current economic uncertainty makes this loan request necessary to support	the ongoing operations of the Applicant.
	The funds will be used to retain workers and maintain payroll or make mortga as specified under the Paycheck Protection Program Rule; I understand that the federal government may hold me legally liable, such as for charges of fr	if the funds are knowingly used for unauthorized purposes,
ers	The Applicant will provide to the Lender documentation verifying the nur payroll as well as the dollar amounts of payroll costs, covered mortgage inte for the eight-week period following this loan.	
ers	I understand that loan forgiveness will be provided for the sum of docum covered rent payments, and covered utilities, and not more than 25% of the	
ers	During the period beginning on February 15, 2020 and ending on December loan under the Paycheck Protection Program.	31, 2020, the Applicant has not and will not receive another
	I further certify that the information provided in this application and the forms is true and accurate in all material respects. I understand that knowin from SBA is punishable under the law, including under 18 USC 1001 and 3 fine of up to \$250,000; under 15 USC 645 by imprisonment of not more that submitted to a federally insured institution, under 18 USC 1014 by imprisonment \$1,000,000.	ngly making a false statement to obtain a guaranteed loan 571 by imprisonment of not more than five years and/or a in two years and/or a fine of not more than \$5,000; and, if
ers ———	I acknowledge that the lender will confirm the eligible loan amount acknowledge and agree that the Lender can share any tax information that including authorized representatives of the SBA Office of Inspector Go	I have provided with SBA's authorized representatives,
<	Program Requirements and all SBA reviews.	04/25/2020
Signatur Eric R SI	e of Authorized Representative of Applicant hibley	Date Manager

Title

Print Name

### Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 178 of 282



#### Paycheck Protection Program Borrower Application Form

#### **Purpose of this form:**

This form is to be completed by the authorized representative of the Applicant and *submitted to your SBA Participating Lender*. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect that determination.

#### <u>Instructions for completing this form:</u>

With respect to "purpose of the loan," payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage, including insurance premiums, and retirement; payment of state and local taxes assessed on compensation of employees; and for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation.

For purposes of calculating "Average Monthly Payroll," most Applicants will use the average monthly payroll for 2019, excluding costs over \$100,000 on an annualized basis for each employee. For seasonal businesses, the Applicant may elect to instead use average monthly payroll for the time period between February 15, 2019 and June 30, 2019, excluding costs over \$100,000 on an annualized basis for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over \$100,000 on an annualized basis for each employee.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020, less the amount of any "advance" under an EIDL COVID-19 loan, to Loan Request as indicated on the form.

All parties listed below are considered owners of the Applicant as defined in 13 CFR § 120.10, as well as "principals":

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to: Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416., and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503

Privacy Act (5 U.S.C. 552a) – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act (the Act).

**Disclosure of Information** – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies' function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Act using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) foreclose on collateral or take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial

#### Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 179 of 282



### Paycheck Protection Program Borrower Application Form

institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Freedom of Information Act (5 U.S.C. 552) – Subject to certain exceptions, SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined, forced to cease operations, or prevented from starting operations. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

**Equal Credit Opportunity Act (15 U.S.C. 1691)** – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549; (2 CFR Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.

## **Business Market Rate Savings**

December 31, 2019 Page 1 of 3



ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC 4700 36TH AVE SW SEATTLE WA 98126-2716

#### Questions?

Available by phone 24 hours a day, / days a week: Telecommunications Relay Services calls accepted 1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833 En espeñol: 1-877-337-7454

Online: wellsfargo.com/biz

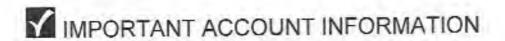
Write: Wells Fargo Bank, N.A. (120)

P.O. Box 6995

Portland, OR 97228-6995

### Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.



We may change the statement period and monthly too period assigned to your account without advance notification. If your account earns interest, these changes will not affect interest calculations, but they may affect the date we post interest to your account.

For all accounts except business analyzed checking, if the first new tee period created by our change is fewer than 25 days, the bank will automatically waive the monthly service fee for that period.

A . M. May a company of the	
Activity summary  Beginning balance on 11/27	\$0.00
Deposits/Credits Withdrawals/Debits	25.00
	- 0.00
Ending belance on 12/31	\$25.00
Average ledger belence this period	\$25.00

Account number 3220067247 ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC

Washington account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 125008547

For Wire Transfers use

Routing Number (RTN): 121000248

December 31, 2019 . Page 2 of 3



You paid \$0.00

#### Interest summary \$0.00 Interest paid this statement \$25,00 Average collected balance 0.00% Annual perceritage yield carned Interest earned this statement period \$0,00 \$0.00 Interest paid this year

#### Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10.11		25.00		25.00
11/2/ El/enster IN Branch/Store - From Chacking 4314 Sw Alaska St Scattle WA 9124 Ending balance on 12/31				25.00
Totals	Mulice of The	\$25.00	\$0.00	

The Ending Daily Balance does not reflect any pending withdrawels or holds on deposited funds that may have been outstanding on your econum when your transactions posted. If you had insufficient available funds when a transaction posted, lees may have been assessed.

## Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Tomis and Conditions for prepaid cards) or talk to a banker. Go to wollstargo.com/feefag for a link to these documents, and answers to common monthly service fee questions.

Fee penad 11/27/2019 - 11/30/2019	Standard monthly service lee \$5.00	You paid \$0,00
We waived the fee this fee period to allow you to meet the requirements to avo need to meet the requirement(s) to avoid the monthly service fee	id the monthly service fee. Your fee walver is abo	out to expire. You will
How to avoid the monthly service fee	Minimum required	This tee period
Have any ONE of the following account requirements  Average collected balance  Total automatic transfers from an oligible Wells Fargo business checking.	\$500,00 account \$25.00	\$25.00 □ \$0.00 □
	as a Securday. Sunday, or holiday which are non-b	usiness days.
The Monthly service too summary fee period onding date shown above include Transactions occurring after the last business day of the month will be included	in your next lee pands.	
Transactions occurring after the last business day of the month will be included.  Fee period 12/01/2019 - 12/31/2019	Standard monthly service to: \$6,00	You paid \$0.00
Transactions occurring after the last business day of the month will be included	Standard monthly service too \$6.00 and the monthly service too. This is the final period	You paid \$0.00
Transactions occurring after the last business day of the month will be included.  Fee period 12/01/2019 - 12/31/2019  We warked the too this fee period to allow you to meet the requirements to avoid the month of the next tag period, you need to meet the requirement(s) to avoid the month.	Standard monthly service too \$6.00 and the monthly service too. This is the final period	You paid \$0.00
Transactions occurring after the last business day of the month will be included.  Fee period 12/01/2019 - 12/31/2019  We waited the tree this fee period to allow you to meet the requirements to avo	Standard monthly service for \$6.00 and the monthly service fee. This is the final period thly service fee.	You paid \$0 00 I with the tee waived.

December 31, 2019 - Page 3 of 3



## General statement policies for Wells Fargo Bank

■ Notice: Wells Fargo Barrik, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
Use the following worksheet to calculate your overall account balance.			
<ol> <li>Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement.</li> <li>Be sure that your register shows any interest paid into your account and any service charges, suformatic payments or ATM transactions withdrawn from your account during this statement period.</li> </ol>			
<ol> <li>Use the chart to the right to list any deposits, transfers to your account, outstanding checks. ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.</li> </ol>			
ENTER			
A. The ending balance			
shown on your statement \$	-		
ADD			
B. Any deposits listed in your \$			_
register or transfers into \$			
your account which are not \$			
shown on your statement. + \$			- 17
TOTAL \$			_
1018L 9			
CALCULATE THE SUBTOTAL			
(Add Parts A and B)			
TOTAL\$			
SUBTRACT			
C. The total outstanding checks and			
withdrawals from the chart above			
CALCULATE THE ENDING BALANCE	-		
(Part A + Part B - Part C)			
This amount should be the same			
as the current balance shown in			
your check register \$			
		Total new	numb 5

## **Business Market Rate Savings**

March 31, 2020 # Page 1 of 3



ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC 4700 36TH AVE SW SEATTLE WA 98126-2716

#### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted 1-800-CALL-WELLS (1 800-225-5935)

TTY: 1-800-877-4833 En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write. Wells Fargo Bank, N.A. (120) P.O. Box 6995

P.U. DUX 0800

Portland, OR 97228-6995

## Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

Activity summary	
Beginning belance on 1/1	\$25.00
Deposits/Credits	150.00
Wilhdrawels/Dicbits	- 18,00
Ending belance on 3/31	\$157.00
Average ledger belance this period	\$158.16
Interest summary	
Interest paid this statement	\$0.00
Average collected balance	\$68.45
Annual percentage yield earned	0.00%
Interest exerned this statement period	\$0.00

Account number: 3220067247
ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC

Washington account terms and conditions apply

For Direct Deposit use:

Routing Number (RTN), 125008547

For Wire Transfers use

Routing Number (RTN): 121000248

#### Transaction history

Interest paid this year.

Total interest paid in 2019

	Carrier Control	Deposits/ Credits	Withdrawals/ Dobits	Ending daily balance
Date	Description		6.00	19.00
1/31	Monthly Service Foc		6.00	13.00
2/28	Monthly Service Fee		-	

\$0.00

\$0.00

March 31, 2020 . Page 2 of 3



#### Transaction history (continued) Withdrawais/ Ending dally Deposits/ belence Debits Credits Date 163.00 Online Transfer From Enc R Shibley MD Ptic Business Checking xxxxxxx752 Ref 150.00 3/2 #Ib07Qft4Gz on 02/29/20 157.00 6.00 3/31 Monthly Service Fee 157.00 Ending balance on 3/31 \$150.00 \$18.00

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, tees may have been assessed.

### Monthly service fee summary

For a complete list of fees and detailed account information, see the Welts Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wells(argo com/loctag for a link to these documents, and answers to common monthly service fee questions.

Fee period 01/01/2020   01/31/2020	Standard monthly service fee \$6,00	You paid \$5.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements	4946.44	325.00 L'I
- Average collected balance	\$500.00	1000 1000 000
<ul> <li>Total automatic transfers from an eligible Walls Fargo business checking acceptable.</li> </ul>	sount \$25.00	\$0.00
Fee period 02/01/2020 - 02/29/2020	Standard monthly service foc \$6,00	You paid \$6 00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements	8500.00	\$19.00
Average collected balance		\$0.00 L
Total automatic transfers from an oligible Wella Fargo business checking ac	DOM:	
The Monthly service fee summery fee period ending date shown above includes. Transactions occurring after the last business day of the month will be included in	a Saturday, Sunday, or holiday which are non-o your next tee period.	usiness days.
Fee period 03/01/2020 - 03/31/2020	Standard monthly service fee \$6.00	You paid \$5.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		VIA 100 FB
Average collected balance	\$500,00	\$158.00
Total automatic transfers from an eligible Wells Forgo business chacking ac	count \$25.00	\$0,00
YORG		
TOTO		

Number

March 31, 2020 # Page 3 of 3



Amount

#### General statement policies for Wells Fargo Bank

■ Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Items Outstanding

Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
<ol> <li>Use the following worksheet to calculate your overall account balance.</li> </ol>			
<ol> <li>Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement.</li> <li>Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.</li> </ol>			
<ol> <li>Use the chart to the right to fist any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.</li> </ol>			
ENTER			
A. The ending balance			
shown on your statement			
ADD			-
B. Any deposits listed in your 3			_
register or transfers into S			
your account which are not \$			
shown on your slatement. 4 3			
CALCULATE THE SUBTOTAL	-		-
(Add Parts A and B)	-		
TOTAL \$			
SUBTRACT			
C. The total outstanding checks and			
withdrawals from the chart above			
CALCULATE THE ENDING BALANCE  (Part A + Part B - Part C)  This amount should be the same as the current balance shown in your check register			
		Total amour	nt S

## **Business Market Rate Savings**

April 30, 2020 Page 1 of 3



ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC 4700 36TH AVE SW SEATTLE WA 98126-2716

#### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted 1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833 En español: 1.877-337-7454

Online: wellstargo.com/biz.

Write: Wells Fargo Bank, N.A. (120) P.O. Box 6995 Portland, OR 97228-6995

## Your Business and Wells Fargo

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\$157.00		
4,700.01		
- 3,000.00		
\$1,857.01		
\$1,227.00		

erest summary	
Interest paid this statement	\$0.01
The state of the s	\$1,227 00
	0.01%
	\$0.01
Interest paid this year	30.01
	Interest summary Interest paid this statement Average collected balance Annual percentage yield earned Interest earned this statement period Interest paid this year

Account number 3220067247

ERIC R SHIBLEY MD PLLC

DBA SHIBLEY MEDICAL CLINIC

Washington account terms and conditions apply

For Direct Deposit use

Routing Number (RTN), 125008547

For Wire Transfers use:

Routing Number (RTN): 121000248

## Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance 857.00
4/8	Online Transfer From Eric R Shibley MD Ptic Business Checking xxxxxx/262 Ref #lb07Xdzybj on 04/08/20	700.00		4.857.00
4/21	Online Transfer From Eric R Shibley MD Pilic Business Checking xxxxxx7262 Ref #b072fphvd on 04/21/20	4,000.00		4,807.00

April 30, 2020 - Page 2 of 3



action	history (continued)			
Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
4/23	* Online Transfer to Enc R Shibley MD Plic Business Checking xxxxxx7262 Ref		3,000.00	1.857 00
	#Ib0/Zpmlst on 04/23/20			1.857.0
4/30	Interest Payment	0.01		
	balance on 4/30		100	1,857.01
Totala		\$4,700.01	\$3,000.00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed

Indicates transaction counts toward the Regulation D and Welts Fargo savings withdrawal and transfer limit. Except outgoing wire transfers, there is no limit on the number of withdrawals or transfers made in person at an ATM or Wells Fargo location or on any types of deposits. For more information, please refer to your Account Agreement.

#### Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo com/feefaq for a link to those documents, and answers to common monthly service fee questions.

Fee period 04/01/2020 - 04/30/2020 Star	ndard monthly service fee \$6.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements  Average collected belence  Total automatic transfers from an oligible Wells Fargo business checking account voice.	\$500.00 \$25.00	\$1,227.00 🖸 \$0.00 🗆

April 30, 2020 - Page 3 of 3



### General statement policies for Wells Fargo Bank

■ Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity that, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
Use the following worksheet to calculate your overall account balance:			
<ol> <li>Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement.</li> <li>Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.</li> </ol>			
<ol> <li>Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.</li> </ol>			
ENTER			
A. The ending balance			
shown on your statement 5			
ADD			
B. Any deposits listed in your \$			
register or transfers into \$			
your account which are not \$			
shown on your statement. + S			
TOTAL \$			
CALCULATE THE SUBTOTAL			
(Add Parts A end B)			
TOTAL \$			
SUBTRACT			
C. The total outstanding checks and			
withdrawals from the chart above 5	-		
CALCULATE THE ENDING BALANCE	-		
(Part A + Part B - Part C)			
This amount should be the same			
as the current balance shown in			
your check register			
		Total amo	ount \$

## **Business Market Rate Savings**

May 31, 2020 ■ Page 1 of 3



ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC 4700 36TH AVE SW SEATTLE WA 98126-2716

#### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted 1-800-CALL-WELL\$ (1-800-225-5935)

TTY: 1-800-877-4833 En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)

P.O. Box 6995

Portland, OR 97228-6995

## Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

Statement period activity summary	\$1,857.01
Beginning balance on 5/1	0.01
Deposits/Credits	
Withdrawals/Debits	- 400.00
Ending balance on 5/31	\$1,457.02
Citoting Constitution of	

Average ledger balance this period. \$1,547.33

Account number: 3220067247

ERIC R SHIBLEY MD PLLC
DBA SHIBLEY MEDICAL CLINIC

Washington account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 125008547

For Wire Transfers use

Routing Number (RTN): 121000248

#### Interest summary

**************************************	
Interest paid this eleterment	\$0.01
Average collected balance	\$1,547.33
Annual percentage yield earned	0.01%
Interest earned this statement period	30.01
Interest paid this year	\$0.02

May 31, 2020 . Page 2 of 3



#### Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
5/8	Online Transfer to Eric R Shibley MD Plic Business Checking xxxxxx7262 Ref #Ib0846Rg3Z on 05/08/20		400.00	1,457.01
5/29	Interest Payment	0.01		1,457.02
Ending	balance on 5/31			1,457.02
Totals		\$0.01	\$400.00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been collabording on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fines may have been assessed

Indicates transaction counts lowerd the Regulation D and Wells Fargo savings withdrawal and transfer limit. Except outgoing wire transfers, there is no limit on the number of withdrawels or transfers made in person at an ATM or Wells Fergo location or on any types of deposits. For more information, please refer to your Account Agreement

#### Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to well-starge com/feetag for a link to these documents, and answers to common monthly service fee questions.

Fee period 05/01/2020 - 05/31/2020	Standard monthly service fee \$6.00	You peid \$0.00	
How to avoid the monthly service fee	Minimum required	This fee period	
Have any ONE of the following account requirements  Average collected balance	\$500.00	\$1,547.00 🗹	
<ul> <li>Total automatic transfers from an eligible Wells Fargo business checking account</li> </ul>	int \$25.00	\$0.00	

The Monthly service fee summary fee pariod ending date shown above includes a Saturday, Sunday, or holiday which are non-business days Transactions occurring after the last business day of the month will be included in your next fee period



## IMPORTANT ACCOUNT INFORMATION

Effective June 20, 2020, we are updating the Funds Availability Policy in our Deposit Account Agreement as follows:

In the "Longer delays may apply" section, when a longer delay applies, we are making the following changes:

- The amount of your deposit that may be available on the first business day after the day of your deposit is increasing from \$200 to
- We are changing the check deposit amount exception that may lead to a delay of generally no more than seven business days from "You deposit checks totaling more than \$5,000 on any one day" to "You deposit checks totaling more than \$5,525 on any one day."

In the "Special rules for new accounts" section, setting forth special rules that apply during the first 30 days your account is open, we are updating the amounts in the two bullets in the second paragraph from \$5,000 to \$5,525 and from \$200 to \$225 as follows:

- The first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks and U.S. Postal Service money orders made payable to you will be available on the first business day after the day of your deposit.
- The excess over \$5,525 and funds from all other check deposits will be available on the seventh business day after the day of your deposit. The first \$225 of a day's total deposit of funds from all other check deposits, however, may be available on the first business day after the day of your deposit.

May 31, 2020 - Page 3 of 3



Total amount \$

#### General statement policies for Wells Fargo Bank

Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity that, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
<ol> <li>Use the following worksheet to calculate your overall account balance.</li> </ol>			
<ol> <li>Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement.</li> <li>Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.</li> </ol>			
<ol> <li>Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.</li> </ol>			
ENTER			
A. The ending balance			
shown on your statement			
ADD			
B. Any deposits listed in your 3			
register or transfers into \$			
your account which are not \$			
shown on your statement + \$			
CALCULATE THE SUBTOTAL			
(Add Parts A and B)			
SUBTRACT			
C. The total outstanding checks and			
withdrawals from the chart above			
CALCULATE THE ENDING BALANCE			
(Pert A + Part B   Part C)			_
This amount should be the same			
as the current balance shown in	1		
your check register		-	

# Wells Fargo Simple Business Checking

October 31, 2019 Page 1 of 4



ES1 LLC 4700 36TH AVE SW SEATTLE WA 98126-2716

#### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted 1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833 En español: 1-877-337-7454

Online: wellstargo.com/biz

Write: Wells Fargo Bank, N.A. (120)

P.O. Box 6995

Portland, OR 97228-6995

## Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

## Account options

A check mark in the box indicates you have those convenient services with your account(s). Go to wallstarge com/bir or cell the number above if you lieve questions or if you would like to add new services.

Business Online Banking Online Statements Business Bill Pay Business Sponding Report Overdraft Protection



# Activity summary Beginning balance on 10/10

Beginning balance on 10/10	\$0.00
Deposits/Credits	99,416.15
Withdrawals/Debits	- 81,597.00
Ending balance on 10/31	\$8,719.15
Averside ledger balance this period	\$17,510.80

Account number 7621559124

ES1 LLC

Washington account terms and conditions apply

For Direct Deposit use

Routing Number (RTN) 125008547

For Wire Transfers use

Routing Number (RTN): 121000248

#### Overdraft Protection

Your account is linked to the following for Overdraft Protection:

Savings - 000003385602378

October 31, 2019 - Page 2 of 4



### Transaction history

	Check		Deposits/	Withdrawals/	Ending daily
Date	Number	Description	Credits	Debits	balance
19/10		Chacking Opening Deposit	25.00		25.00
10/15		Edeposit IN Branch/Store 10/15/19 04:20:41 Pm 4314 Sw Aleska St Seattle WA 4245	1,028.25		1,053.25
10/18		WT Fed#03847 U.S. Bank, Nationa /Org=Troor Title of Washington Inc IOLTA Srt# 191018039552 Tm#191018176070 Rtb# 191018039562	77,123.39		
10/18		Wire Trans Svc Charge - Sequence: 191018176070 Srf# 191018039552 Tm#191018176070 Rfb# 191018039552		15.00	78,161,64
10/22		Wire Trans Svc Charge - Sequence: 191022082347 Srtff 0001740294022742 Trn8191022082347 Rtb#		30.00	
10/22		Online Transfer to Est LLC Business Market Rate Savings. xxxxxx2378 Ret #b0729Szyy on 10/21/19		60,000.00	
10/22		WT Fad#02561 Boeing Employees C /Ftr/Brit=Gabor Koves Sr# 0001740294022742 TrnW191022082347 Rtb#		15,000.00	3,131.64
10/23		Edeposit IN Branch/Store 10/23/19 01:39:02 Pm 4314 Sw Alaska St Scattle V/A 9124	400.00		3,531.64
10/24		Purchase authorized on 10/23 King County DC Mrj Kent WA \$300296818617176 Card 4245		50.00	
10/24		Purchase authorized on 10/23 King County DC Mrj Kent WA, \$459296533188858 Card 4245		50.00	
10/24		Purchase authorized on 10/23 King County DC Mrj Kent WA 8388296834549306 Card 4245		50.00	3,381.64
10/25		Edeposit IN Branch/Store 10/25/19 04:27:54 Pm 4314 Sw Alaska St Seattle WA 4245	615.00		
10/25		Transfer IN Branch/Store - From Es1 LLC DDA xxxxxxx278 4314 Sw Alaska St Seattle WA	7,000.00		
10/25		Purchase authorized on 10/24 Noourt TWaskagitsw Mount Vernon WA S389297705293080 Card 4245		52.00	10,944.64
10/28		Purchase authorized on 10/25 King County DC Mrj Kent WA \$389296750123229 Card 4245		50,00	
10/28		Check		3,500.00	-
10/28		Check		2,900.00	4,494.64
10/30		Edeposit IN Branch/Slore 10/30/19 11:54:38 Am 4314 Sw Alaska St Seattle WA 4215	4,224.51		8,719.15
Ending by	alance on 10/3				8,719.15
Totals	analises on large		\$90,416.15	\$81,697.00	

The Ending Delly Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, facs may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	mber Date Amour	Amount	Number	Date	Amount
774111441	10/28	3 500.00	-	10/28	2,900,00

#### Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedulic and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellstargo.com/leefsq for a link to these documents, and answers to common monthly service fee questions.

Fee period 10/10/2019 - 10/31/2019 Standard monthly service tee \$10.00 You paid \$0.00

We waived the fact his fee period to allow you to meet the requirements to avoid the monthly service fee. Your fee waiver is about to expire. You will need to most the requirement(s) to avoid the monthly service fee.

October 31, 2019 - Page 3 of 4



#### Monthly service fee summary (continued)

How to avoid the monthly service fee Have any ONE of the following account requirements Minimum required

This fee period

Average ledger balance

\$500.00

\$17,511.00 🗹

### Account transaction fees summary

vits used	included	units	excess units (\$)	charge (\$)
0	3.000	0	0.0030	0.00
12	50	0	0.50	0.00
	0 12	0 3,000	0 3,000 0	0 3,000 0 0.0030

October 31, 2019 . Page 4 of 4



#### General statement policies for Wells Fargo Bank

■ Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
Use the following worksheet to calculate your overall account balance.			
<ol> <li>Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other crodit listed on your statement.</li> <li>Be sure that your register shows any interest paid into your account and any service charges, sutomatic payments or ATM transactions withdrawn from your account during this statement period.</li> </ol>			
<ol> <li>Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals. ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement</li> </ol>			
ENTER			
A. The ending balance			
shown on your statement	4		
ADD			
B. Any deposits listed in your \$			
register or transfers into \$			
your account which are not \$			
shown on your statement. + 5			
TOTAL \$	1		
CALGULATE THE SUBTOTAL			
(Add Parts A and B)	-		
· · · · · · · · · · · · · · · · · · ·			
SUBTRACT			
C. The total outstanding checks and			
withdrawals from the chart above			
CALCULATE THE ENDING BALANCE			
(Part A + Part B - Part C)			
This amount should be the same			
as the current balance shown in			
your check register	-		-
			2.5
		Total amo	punt \$

## Wells Fargo Simple Business Checking

November 30, 2019 Page 1 of 5



ES1 LLC 4700 36TH AVE SW SEATTLE WA 98126-2716

#### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted 1-800-CALL-WELLS (1-800-225-5935)

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Online: wellsfargo.com/blz

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### Your Business and Wells Fargo

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#### Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to well-frequicom/bit or cell the number above if you have questions or if you would like to add new services.

Business Online Banking Online Statements Business Bill Pay Business Spending Report Overdraft Protection



#### Activity summary

Beginning balance on 11/1	38,719.15
Daposits/Credits	21,929.40
Withdrawals/Debits	- 26,588.76
Ending balance on 11/30	\$4,049.79
Average ladger balance this period	\$5,175.19

Account number: 7621559124

ES1 LLC

Washington account terms and conditions apply

For Direct Deposit use

Routing Number (RTN). 125008547

For Wire Transfers use

Routing Number (RTN): 121000248

#### Overdraft Protection

Your account is linked to the following for Overdraft Protection:

Savings - 000003365602378

November 30, 2019 ■ Page 2 of 5



## Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
11/4	14000000	Purchase authorized on 11/01 Fas Spu #880500 Seettle WA \$309305824249216 Card 4245	4.44.14	872.15	
11/4	-	Purchase suthorized on 11/01 The Home Depot 470 Scattic WA \$389306143844773 Card 4245		262 51	7,584.49
11/5		Seattle WA S619309547275576 Card 4245	45.88		7,830.3
11/6		Edeposit IN Branch/Store 11/06/19 11:58:41 Am 4314 Sw Alaska St Seattle WA 4245	2,400.00		-
11)6		Withdrawal Made In A Branch/Store		3,107.00	6,923.37
11/8		Purchase authorized on 11/06 The Home Depot 470 Seattle WA \$309310/94891462 Card 4245		249.85	6,673,52
11/12		Online Transfer From Es1 LLC Business Market Riste Savings xxxxxx2378 Ref #b075Hg5Jf on 11/12/19	4,000.00	-0.1	
11/12		Purchase authorized on 11/07 The Home Depot 894 Sesttle WA \$469311679118596 Card 4245		529.12	
11/12		Purchase authorized on 11/08 Comcast Bellingh C 800-255-2278 WA S389312628203547 Card 4245		185 35	
11/12		Purchase authorized on 11/08 Comcast Beilingh C 800-266-2278 WA 5306312636184299 Card 4245		218,58	
11/12		Purchase authorized on 11/10 The Home Depot #89 Sestile WA \$309314846705616 Card 4245		75.78	
11/12		Purchase authorized on 11/10 The Home Depot #89 Seattle WA \$589315090976279 Card 4246		35 88	
11/12		Check		2,900.00	6,728,83
11/13		Purchase Return authorized on 11/11 The Home Depot 894 Seattle WA \$629317543590061 Card 4245	480.02		
11/13		Purchase Return authorized on 11/11 The Home Depot 470 Seattle WA S629317643593018 Card 4245	513.07		
11/13		Transfer IN Branch/Store - From Es1 LLC DDA xxxxxx2378 4314 Sw Alaska St Seattle WA	3,000.00		
11/13		Transfer IN Branch/Store - From Es1 LLC DDA xxxxxxx2376 4011 S 164th St Sealac WA	2,000,00		
11/13		Purchase suthorized on 11/11 The Home Depot 894 Seettle WA \$589315883473833 Card 4245		513.07	
11/13		Purchase authorized on 11/11 The Home Depot 470 Seattle WA \$458315751860323 Card 4245		566.98	
11/13		Purchase sufhorized on 11/11 The Home Depot #47 Seattle WA S589315782582970 Card 4245		192 29	
11/13		Purchase authorized on 11/11 Puget Sound Energy 888-225 5773 WA \$469315630643973 Card 4245		423,44	
11/13		Purchase authorized on 11/11 Puget Sound Energy 888-225-5773 WA S389315833524702 Card 4245		58.14	
11/13		Purchase authorized on 11/11 Puget Sound Energy 888-225-5773 WA \$389315836808435 Card 4245		41.09	
11/13		Cashed Check		1,900.00	
11/13		Withdrawal Made In A Branch/Store		4,510.00	4,516,9
11/14		Online Transfer From Es1 LLC Business Market Rate Savings xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	4,500 00		
11/14		Purchase authorized on 11/11 Valley View Sewer 206-242-3236 VVA S459315842353685 Card 4245		402.41	
11/14		Cashed Check		1,200.00	7,414.5
11/15		Purchase authorized on 11/13 The Home Depot 894 Seattle WA \$469318149931744 Card 4245		222.45	
11/15		Purchase authorized on 11/13 The Home Depot #89 Seattle WA \$309318154240119 Card 4245		120.01	
11/15		Check		2,962.90	4,109,14
11/18		Purchase Return authorized on 11/14 The Home Depot #47 Seattle WA 5618320589133466 Card 4245	136.53		
11/18		Purchase Ratum authorized on 11/16 The Home Depot #47 Tukwiis WA 8619322548938069 Card 4245	29 35		

November 30, 2019 = Page 3 of 5



action his	tory (cont	inued)			
	Check		Deposits/	Withdrawels/	Ending dan
Date	Number	Description	Credits	Debits	balanc
11/18		Purchase authorized on 11/13 Gary Mertino Const 208-768-1000 WA S599318008323921 Card 4245		873.46	
11/18		Purchase authorized on 11/14 The Home Depot #47 Seattle WA \$309310516917650 Card 4245		45 63	
11/18		Purchase authorized on 11/14 The Home Depot #89 Seattle VVA \$469319033385090 Card 4245		14.28	
11/18		Purchase authorized on 11/14 The Home Depot #89 Scattle WA 8469319215145573 Card 4245		58.34	
11/18		Purchase authorized on 11/16 The Home Depot #89 Seattle WA. \$309321097223325 Card 4245		23.65	100
11/18		Purchase authorized on 11/16 The Home Depot #47 Tukwila WA \$389321166360583 Card 4245		7.88	3,253.7
11/19		Purchase authorized on 11/17 The Home Depot #47 Tukwila WA \$389322053009130 Card 4245		70.29	
11/19		Purchase authorized on 11/17 The Home Dopot #47 Tukwila WA 5389322069380638 Card 4245		23.62	
11/19		Cashed Check		3,000.00	159.8
11/20		Online Transfer From Es1 LLC Business Market Rate Savings xxxxxxxx378 Ref#b076MvtMk on 11/19/19	3,000.00		
11/20		Purchase authorized on 11/18 The Home Depot #47 Seattle WA 5389322757510452 Card 4245		19.73	3,140 1
11/21		Purchase authorized on 11/19 The Home Depot 694 Sesttle WA \$589323751411151 Card 4245		91.74	
11/21		Purchase authorized on 11/19 The Home Depat #47 Seattle WA 5305324173654099 Card 4245		66.26	2,982.1
11/25		Purchase Return suthorized on 11/22 The Home Depot #47 Soattle WA \$619328545618404 Card 4245	136 52		3,118.6
11/26		Edeposit IN Branch/Store 11/28/19 12:30:41 Pm 4314 Sw Alaska St Seetlife WA 4245	1,600.00		
11/28		Purchase authorized on 11/24 The Home Dapot 894 Seattle WA 3589328751668559 Card 4245		251.55	
11/25		Purchase authorized on 11/24 The Home Depot 470 Sestile WA S589329003766888 Card 4245		99,52	
11/28		Purchase authorized on 11/24 The Home Depot #89 Scattle WA S489329147165403 Card 4245		116.14	4,251.4
11/27		Eiransfer IN Branch/Store - to Checking 4314 Sw Alaska St Seattle V/A 7252		25.00	
11/27		Etranster IN Branch/Store - to Savings 4314 Sw Aleska St Scattle WA 7247		25.00	4,201.4
11/29		Purchase Return authorized on 11/26 The Home Depot 470 Searche WA 5629332544301294 Card 4745	88.03		
11/29		Purchase sufficinged on 11/28 The Home Dopot #89 Seattle WA \$580330778727796 Card 4245		158-86	
11/29		Purchase authorized on 11/27 The Home Depot 894 Seattle WA \$569332216462165 Card 4245		02.83	4,049.
Ending hal	ance on 11/30				4,049.7
There is a real	MINE WILL INTER		\$21,929.40	\$26,598.76	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient evaluable funds when a transaction posted, fees may have been assessed.

## Summary of checks written (checks listed are also displayed in the preceding Transaction history)

******	Date	Amount	Number	Date	Amount	Number	Date	Amount
Number	11/14	1,200.00	1467999	11/19	3,000.00		11/13	1,900.00
		2 552 50		11/52	2.900.00			

November 30, 2019 - Page 4 of 5



#### Monthly service fee summary

For a complete list of toos and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellstargo com/feefag for a link to these documents, and answers to common monthly service fee guestions.

Fee period 11/01/2019 - 11/30/2019

Standard monthly service fee \$10.00

You paid \$0.00

We waived the too this fee period to allow you to meet the requirements to avoid the monthly service fee. This is the final period with the fee waived. For the next fee period, you need to meet the requirement(s) to avoid the monthly service fee.

How to avoid the monthly service fee

Minimum required

This fee period

Have any ONE of the following account requirements

Average ledger balance

\$500.00

\$5,175.00 🗹

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day at the month will be included in your next tea period.

#### Account transaction fees summary

Service charge description	Units used	Units	Excess	Service charge per excess units (\$)	Total service charge (5)
Cash Deposited (\$)	0	3.000	D	0.0030	0.00
Transactions	14	50	0	0.50	0.00
Total service charges					\$0.00



## IMPORTANT ACCOUNT INFORMATION

We are updating the Wells Fargo Deposit Account Agreement as follows:

Effective December 31, 2019, in the section of the Agreement titled, "Rights and Responsibilities", the response to "Is your wireless operator authorized to provide information to assist in verifying your identity?" is deleted and replaced with the following:

Yes, and as part of your account relationship, we may rely on this information to assist in verifying your identity. You understand and agree that Wells Fargo may collect, use and retain personal or other information about you or your device pursuant to Wells Fargo's policies or as required by applicable law.

You authorize your wireless operator to disclose your mobile number, name, address, email, notwork status, oustomer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, to Wells Fargo and service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. Review our Privacy Policy for how we treat your data. You represent that you are the owner of the mobile phone number or have the delegated legal authority to act on behalf of the mobile subscriber to provide this consent.

November 30, 2019 . Page 5 of 5



Amount

#### General statement policies for Wells Fargo Bank

■ Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at. Overdraft Collections and Recovery, P.O. Box 5056, Portland, OR 97206-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity thaff, you will need to provide us with an identity theft report.

Items Outstanding

Total amount \$

Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
1. Use the following worksheet to calculate your overall account balance.			
<ol> <li>Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement.</li> <li>Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdraw from your account during this statement period.</li> </ol>			
<ol> <li>Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.</li> </ol>			
ENTER			
A. The ending balance			
shown on your statement	_		-
ADD			
B. Any deposits listed in your S			
register or transfers into \$			
your account which are not 8	_		
shown on your statement. + \$			
TOTAL 3	_		
CALCULATE THE SUBTOTAL			
(Add Parts A and B)			
TOTAL \$			

Number

SUBTRACT

C. The total outstanding checks and withdrawals from the chart above. CALCULATE THE ENDING BALANCE (Part A + Part B - Part C) This amount should be the same as the current balance shown in your check register ....

## Wells Fargo Simple Business Checking

December 31, 2019 Page 1 of 5



ES1 LLC 4700 36TH AVE SW SEATTLE WA 98125-2716

#### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833 En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)

P.O. Box 6995

Portland, OR 97228-6995

### Your Business and Wells Fargo

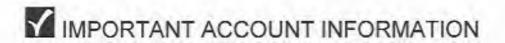
Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

#### Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellstargo.com/bit or cell the number above if you have questions or if you would like to add now services.

Business Online Banking Online Statementa Business Bill Pay Business Spanding Report Overdraft Protection





We may change the statement period and monthly tee period assigned to your account without advance notification. If your account earns interest, these changes will not affect interest calculations, but they may affect the date we post interest to your account.

For all accounts except business analyzed checking, if the first new fee period created by our change is fewer than 25 days, the bank will automatically waive the monthly service fee for that period.

Activity summary	
Beginning balance on 12/1	\$4,049.79
Deposits/Credits	21,107,12
Withdrawais/Debits	+ 23,961,46
Ending balance on 12/31	\$1,195.45
Average ledger balance this period	54 309 24

Account number: 7621559124

ES1 LLC

Washington account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 125008547

For Wire Transfers use

Routing Number (RTN): 121000248

December 31, 2019 . Page 2 of 5



#### Overdraft Protection

Your account is linked to the following for Overdraft Protection.

Savings - 000003365602378

## Transaction history

	Check	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
Date	Number	Description  Purchase Return authorized on 11/20 The Home Depot 4/2 Kont.	90.94		
2/2		WA \$829338548156565 Card 4245			
2/2		Purchase Return authorized on 11/30 The Home Depot #47 Tukwila VA 5619336549239736 Card 4245	194.09		
12/2		Purchase authorized on 11/29 The Home Depot #89 Seattle WA \$469333855627111 Card 4245		194.36	
12/2		Purchase authorized on 11/30 The Home Depot 470 Tukwils WA S4583347/2549457 Card 4245		98.41	4,044.05
12/4		Online Transfer From Es1 LLC Business Market Rate Savings	5,000.00		
12/4		Purchase authorized on 12/02 The Home Depot #47 Kent WA \$309337190803672 Card 4245		81.00	8,983.05
12/5		Purchase Return authorized on 12/03 The Home Depot #47 Seattle WA S819339770529855 Card 4245	140.75		
12/5		Purchase authorized on 12/03 The Home Depot #47 Kent WA 8469337628618873 Card 4245		173.66	
12/5		Purchase authorized on 12/03 King County Water 208-243-3990 WA 5468038015628030 Cord 4245		70.27	
12/5		Purchase authorized on 12/03 King County Water 206-243-3990 WA \$389338016396412 Card 4245		45.97	
12/5		Purchase authorized on 12/03 The Home Depot #47 Seattle WA		54.65	
CO.I.	1200	S309338046972622 Card 4245 Check		1,500.00	
12/5		Check		2,000.00	5,279.25
12/5	-1201	Purchase Return authorized on 12/04 The Homo Depot #47 Kent	65,95		
		WA 5619340546175808 Card 4245		251.00	
12/8		Purchase authorized on 12/04 Staplos 0011 Seattle WA \$389339080530193 Card 4245		4177	
12/6		Purchase authorized on 12/04 The Home Depot #47 Covington V/A SSeg339166049157 Card 4245		119.88	
12/6		Purchase authorized on 12/04 The Home Depot #47 Covington WA \$380339166602919 Card 4245		3,98	
12/6		Purchase authorized on 12/04 The Home Depot 472 Kent W/\ \$309339214995183 Card 4245		273.24	2 197.1
12/6	1202	Check		2,500.00	Z.191, 1
12/9		Purchase Return authorized on 12/05 The Home Depot 894 Seattle WA \$629341544311361 Card 4245	221.09		
12/9		Purchase Return authorized on 12/05 The Home Depat 470 Scattle WA \$629341544313429 Card 4245	236.47		
12/9		Purchase Ratum authorized on 12/05 The Home Depot 470 Scattle WA 5579341544313442 Card 4245	345.71		
12/9		Purchase Return authorized on 12/07 The Home Depot #47 Covington VVA S619343548999722 Card 4245	43.10		
12/9		Transfer IN Branch/Slore - From Es1 U.C DDA xxxxxx2378 4314 Sw Alaska St Seattle WA	4,427 00		
12/9		Online Transfer From Es1 LLC Business Market Rate Savings xxxxxxx2378 Ref #Ib0/9H7Yjt on 12/07/19	5,000.00		
12/9		Purchase authorized on 12/05 The Home Depot 894 Seattle WA 9389340994259454 Card 4245		239.32	
12/9		Purchase authorized on 12/05 The Home Depot 470 Seattle WA \$30934021042305/ Card 4245		399.70	
12/9		Purchase authorized on 12/06 WA Dol Lic & Rog 1 Seattle WA 5389340734326963 Card 4245		56:25	

December 31, 2019 a Page 3 of 5



	40.00		Deposits/	Withdrawals/	Ending das
3.54	Check	Acrisian.	Credits	Debits	balani
Defe	Number	Description  Purchase authorized on 12/06 The Home Depot #47 Seattle WA		189.38	
12/9		S469340800958081 Card 4245		-	
12/9		Withdrawsi Made In A Branch/Store		4,427.00	
12/9	_	Purchase authorized on 12/07 The Home Depot #89 Seattle VVA		109.18	
12/1		S309342194245184 Card 4245			
12/9		Purchase authorized on 12/07 Sq *Consway Proper Granite Falls		1,125.00	5,924.
12/2		WA \$309342265850887 Card 4245			
12/10		Harland Clarke Check/Acc. 120919 00017407575482 Es! LLC		37.24	5,887.
12/11		Promotion Bonus	300,00		-
12/11	1026	Check	-	229.25	5,968.
12/12	-	Purchase Return authorized on 12/10 The Home Depot 470	253.32		
100.00		Scottle WA \$899346650823051 Card 4245			2 4 7 7
12/12		Purchase authorized on 12/10 The Home Depot 894 Seattle WA		365.59	5,855
		\$589345157365705 Card 4245		- ern	4 400
12/13		Purchase authorized on 12/12 Sq *Conswey Proper Seattle WA:		500.00	5,355.
		\$309047097581490 Card 4245		200.41	
12/16		Purchase authorized on 12/14 The Home Depot #47 Kent WA		105.14	
		R460349073548518 Card 4245		7 10	
12/16		Purchase authorized on 12/14 The Home Depot #47 Kent WA		7.14	
		\$589349024109924 Card 4245		392.95	4,850
12/16	1028	Check		15.03	4,000
12/17		Purchase authorized on 12/16 Panda Express 1709 Gig Harbor		15.05	
		WA 5309350739634187 Cerd 4245		500.00	4,335
12/17		Purchase authorized on 12/15 Sq *Conaway Proper Scattle WA		200.00	-144
		\$309350828827787 Card 4245		25.94	
12/18		Purchase authorized on 12/18 The Home Depot #47 Gig Harbon			
		V/A S469350752788018 Card 4245  Purchase authorized on 12/16 Shell Oil 57444961 Scattle WA		54 03	4,255
12/18		Purchase authorized on 12/16 and Oil 3/1444861 acquire van			
-		S389351047288162 Card 4245 Purchase Return authorized on 12/12 Sq *Conaway Proper	500.00		
12/19		Seattle WA 5629363549444292 Gard 4245	2,300		
		Purchase Return authorized on 12/16 Sq *Consway Proper	500.00		
12/19		Seettle WA 5629353549522553 Card 4245			
1202		Purchase authorized on 12/18 Pp*Conawayserv 402-935-2244		500.00	
12/19		WA S309352584015348 Card 4245			
70110		Purchase authorized on 12/18 Pp*Conawayserv 402-935-2244		500.00	
12/19		INIA \$380352575079771 Card 4245			
12/19	_	Purchase authorized on 12/18 Pp*Conewayserv 402-935-2244		485.00	3,770
12210		VIII. \$389353025740533 Card 4245			
12/20		Purchase Return authorized on 12/19 Pp*Conawayserv Granite	625.00		
12/20		E-11/AIA 5620354549219377 Card 4745			
12/20		ATM Check Doposit on 12/20 West Seattle Seattle WA 0007278	1,800.00		
14.44		ATM ID 17400 Card 4245		100 AA	
12/20		Purchase authorized on 12/19 Sq *Consway Proper Granite Falls		485.00	
		WA \$309353848462812 Gard 4245		625.00	
12/20		Purchase authorized on 12/19 Pp*Conawaysorv 402-935-2244		625.00	
10.00		IAIA S489353884833416 Card 4245		500.00	4,383
12/20		Purchase authorized on 12/19 Sq *Conaway Proper Seattle WA		500.00	4,50
1400		\$309354039562455 Card 4245	200		
12/23		Purchase Return authorized on 12/21 Sq *Conaway Proper	963.70		
		Gosg, Com VVA S629356571836251 Card 4245	enn 200		
12/23		ATM Check Deposit on 12/23 Wast Seattle Seattle WA 0007755	600.00		
		ATM ID 1740A Card 4245		963.70	
12/23		Purchase authorized on 12/20 Sq *Consway Proper Goeg Com		900 10	
		WA \$309355180750375 Card 4245		500.00	
12/23		Purchase authorized on 12/20 Sq *Conaway Proper Gosq.Com		×××-55	
		MIA \$589355184027195 Card 4245	_	483.70	4.02
12/23		Purchase authorized on 12/21 Sq *Consway Proper Gosq Com		400.00	3,46
Add to the same of		WA S589355290588729 Card 4245		50.00	3.97
75.55	102	7 Cashed Chook		260.55	2,01
12/30	1.00	Purchase authorized on 12/29 The Home Depot 473 Covington		250.33	

December 31, 2019 # Page 4 of 5



#### Transaction history (continued)

Date	Check	Description	Deposits/ Credits	Williotrawais/ Debits	Ending daily balance
12/31	The state of	Online Transfer to Es1 LLC Business Market Rate Savings xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx		2,500.00	
12/31	1029	Check		16.00	1,195.45
	lance on 12/31	100			1,195.45
Totals			\$21,107.12	\$23,961.46	

The Ending Daily Balance does not reliect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

## Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Mumber	Date	Amount	Number	Date	Amount	Number	Date	Amount
1026	12/11	229.25	1029	12/31	16.00	1201	12/5	2,000.00
1027	12/30	50.00	1200 *	12/5	1,500.00	1202	12/8	2,500.00
1025	12/18	392.96						

<sup>\*</sup> Gap in check sequence.

### Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellstargo com/feefag for a link to these documents, and answers to common monthly service fee questions.

Standard monthly service for \$10.00	You paid \$0.00
Minimum required	This fee period
\$500.00	\$4,399.00 🗹
	Minimum required

#### Account transaction fees summary

Service charge description	Units used	Units included	Excess	Service charge per excess units (5)	Total service charge (3)
	0	3,000	0	0,0030	0.00
Cash Deposited (3)	10	50	0	0.50	0.00
Transactions Total service charges					\$0.00

December 31, 2019 . Page 5 of 5



Total amount \$

#### General statement policies for Wells Fargo Bank

■ Notice: Wells Farge Bank, N.A. may turnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is insecurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
Use the following worksheet to calculate your overall account balance.			
<ol> <li>Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement.</li> <li>Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdraws from your account during this statement period.</li> </ol>			
<ol> <li>Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.</li> </ol>			
ENTER			
A. The ending balance			
shown on your statement			
ADD			
B. Any deposits listed in your \$			
register or transfers into \$			
your account which are not \$			
shown on your statement. + \$			
TOTAL \$	_		
CALCULATE THE SUBTOTAL	7		
(Add Parts A and B)			
3-111 TOTAL 3			
SUBTRACT			
C. The total outstanding checks and			
withdrawsis from the chart above \$	-		
CALCULATE THE ENDING BALANCE			
(Part A + Part B - Part C)			
This amount should be the same			
as the current balance shown in			
your check register			

## Wells Fargo Simple Business Checking

January 31, 2020 = Page 1 of 5



ES1 LLC 4700 36TH AVE SW SEATTLE WA 98126-2716

### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833 En español: 1-877-337-7454

Online: wellsfargo.com/biz.

Write: Wells Fargo Bank, N.A. (120)

P.C. Box 6995

Portland, OR 97228-6995

## Your Business and Wells Fargo

Visit wellstargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

#### Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to well-stargo com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking Online Statements Business Bill Pay Business Spending Report Overdraft Protection



#### Activity summary

Beginning balance on 1/1	\$1,195.45
Deposits/Credits	16,077.40
Withdrawals/Debits	- 15,082.15
Ending balance on 1/31	\$2,190.70
Average ledger balance this period	\$1,996.22

Account number: 7621559124

ES1 LLC

Washington account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 125008547

For Wire Transfers use

Routing Number (RTN): 121000248

#### Overdraft Protection

Your account is linked to the following for Overdraft Protection:

Savings - 000003385602378

January 31, 2020 = Page 2 of 5



## Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
1/2	1100-000	Purchase Return authorized on 12/30 The Home Depot 472 Kent WA \$620001544375616 Card 4245	84.04		
1/2		Purchase Return authorized on 12/30 The Home Depot 894 Seattle WA \$620001544373889 Card 4245	84.63		
1/2		Purchase Return authorized on 12/30 The Home Depot 472 Tacoma WA S620001544375622 Card 4245	88.57		
1/2		Online Transfer From Es1 LLC Business Market Rate Savings	2,000.00		
1/2		2000002378 Ref.#b07Fb2Vji on 01/02/20 Purchase authorized on 12/30 The Home Depot 472 Gig Harbor WA \$300384834212723 Card 4245		205,66	
1/2		Purchase authorized on 12/30 The Home Depot 472 Tacoma WA \$589365012348631 Card 4245		234.71	
1/2		Purchase authorized on 12/30 The Home Depot #47 Tukwila WA \$309365132847152 Card 4245		120.82	
. 100	4004	Cashed Check		1,500.00	1,390.5
1/2	1001	Purchase sufhorized on 01/04 The Home Depot 470 Issaquah WA \$480005189325421 Card 8026		225.87	
1/6		Purchase authorized on 01/04 McDonald's F13389 Seattle WA 5380005223501628 Card 8025		13.20	
10	1000	Check		627.00	524.4
1/6	1000	Check		725.00	
1/7	1002	Overdraft Protection From 3365602378	255.00		
1/7		Savings OD Protection Transfer Fee		12.50	42.9
1/8		Overdraft Protection From \$385602378	25.00		67.9
1/9		Purchase authorized on 01/07 Safeway #1082 Seattle WA \$380008194322002 Card 8026		42.93	
1/9		Purchase authorized on 0 1/06 Attorney's Informs Scattle WA 558008807824008 Card 8026		5.00	
1/9	1095	Check		800.00	-780,0
1/10	1996	Card Provisional Credit 11231199420	3,433,70		
1/10		Transfer IN Branch/Store - From Es1 LLC DDA xxxxxx2378 4314 Sw Alaska Sl Seettle WA	2,000 00		
1/10		Online Transfer From Es1 LLC Business Market Rate Savings xxxxxxx2378 Ret #Ib0/Gfrisky on 01/09/20	1,500.00	11	
1/10	1033	Cashed Check		3,000.00	3,153.7
1/13	1000	Purchase authorized on 01/10 McDonald's P13369 Seattle WA \$380010022611540 Card 8026		11.20	
1713		Purchase authorized on 01/10 McDoneld's F13369 Seattle WA S300011127855452 Card 8026		4.50	
1/13		Purchase authorized on 01/10 The Home Depot #47 Seattle WA 5300011146253212 Card 8025		199.62	
1713		Purchase authorized on 01/10 McDonald's F13369 Seettle WA S300011168429148 Card 8026		11.98	
1/13		Purchase authorized on 01/10 Argo#07155Arco #07 Seattle WA 5580011176561094 Card 8026		20.07	
1/13		Purchase authorized on 01/11 McDonald's F13389 Seattle VIA. \$300011735211127 Card 8028		5.37	
1/13	-	Purchase authorized on 01/12 Sq *Thaal Beaux Arts WA \$580012107335106 Card 8028		57.18	2,843.5
1/14		Purchase authorized on 01/12 International Food Bellevun WA S380013117802639 Card 8026		129 03	
1/14		Purchase authorized on 01/12 International Food Bellevue WA \$460013120358458 Card 8028		5.68	
1/14		Purchase authorized on 01/12 The Home Depot 471 Bellevus WA \$460013137789431 Card 8026		212.47	
1/14		Purchase authorized on 01/12 Safeway #1062 Sestile WA \$300013214231655 Card 8026		40.85	
414.4	1031			600,00	1,855.6
1/14	1031	Purchase authorized on 01/14 Comosal Beilingh C 500-266-2278 WA \$380014710952679 Card 8028		104.29	1,751.3

January 31, 2020 - Page 3 of 5



Date 1/16	Check		Deposits/	Withdrawals/	Ending dail
1.7.7	Mumber	Description	Credits	Debits	balano
	yeu mour	Purchase authorized on 01/14 The Home Depot #89 Seattle WA \$300014764367608 Card 3793		82.10	
1/16		Purchase authorized on 01/15 lkcs Scatte Rest Renton WA S580015823823929 Card 3793		16.47	
1/16	1035	Cashed Check		1,750.00	
1/16		Overdraft Protection From 3365602378	1,001,78		
1/16		Savings OD Protection Transfer Fee		12.50	892.0
1/17		Purchase authorized on 01/15 The Home Depot 473 Covington VWA \$3800 16022052282 Card 3793		241.27	
1/17		Purchase authorized on 01/15 76 - Jumbos Dell Tukwila WA \$480016171310024 Card 3793		30.00	
1/17		Purchase authorized on 01/16 Sq *Justus Cate Seattle WA 8460016605027050 Cerd 3793		2.20	
1/17		Purchase authorized on 01/15 King County Dia Seattle WA \$300016692093042 Card 3793		31.49	
1/17		Purchase authorized on 01/16 McDonald's F10755 Seellle WA \$300016702457192 Card 3793		11.44	
1/17	1038	Cashed Check		1,000.00	
1/17	15000	Overdraft Protection From 3365802378	1,012.50		
1/17		Savings OD Protection Transfer Fee		12.50	575.0
1/21		Purchase Return authorized on 01/16 The Home Depot 471 Bothell WA S620016544149063 Card 3793	229.57		
1/21		Purchase authorized on 01/16 The Home Depot 894 Seattle WA \$380018820258894 Card 3793		214.85	
1/21		Purchase sufficinged on 01/16 The Home Depot #89 Scattle WA 5580016826995784 Card 3793		30.08	
1/21		Purchase authorized on 01/16 The Home Depot 471 Bollovue WA \$580017010714106 Card 3793		330.69	229.5
1/22		Purchase authorized on 01/21 King County Dja Seattle WA \$580021556000442 Card 3793		31.49	
1/22	1034	Check		825.00	
1/22	1037			1,000.00	
1/22	tuar	Overdraft Protection From 3365602378	1,639.42		
		Savings OD Protection Transfer Fee		12.50	0.
1/22		Purchase authorized on 01/23 Panda Express 1650 Seattle WA \$580024170824793 Card 3793		18 99	
1/24	1090	Check		500.00	
	1008	Overdraft Protection From 3365602378	531.49		
1/24		Savings OD Protection Transfer Fee		12.50	- 0.
1/24		Edeposit IN Branch/Store 01/29/20 01:01:37 Pm 4314 Sw Alaska St Seattle WA 3793	650 00		650
1/30		Purchase Return authorized on 01/28 The Home Depot 894 Seattle VAA S620030831869785 Card 3793	85.70		
1/30		Edeposit IN Branch/Store 01/30/20 12:54:51 Pm 4314 Sw Alaska St Seattle VW 3793	1,455 00		2,190
- 1400 - 141	24.4142	at animal PUL 0700			2,190.7
Ending balance	on 1/31		\$16,077.40	\$15,082.15	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, tens may have been assessed.

## Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Amount	Number	Date	Amount	Number	Date	Amount
2,777,77	-	410	627.00	1032	1/9	800.00
0,000			800.00	1033	1/10	3,000.00
	1,500,00 725,00	1,500,00 1030*	1.500.00 1030 * 1/8	1,500,00 1030 * 1/8 627.00	1,500,00 1030 ° 1/8 527,00 1032	1,500,00 1030 1/8 527 00 1032 1/9

January 31, 2020 - Page 4 of 5



Summary of ch	ecks written	(continued)			45.00			
Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1034	1/22	825.00	1037 -	1/22	1,000 00	1039	1/24	500.00
1075	1/16	1 750 00	1038	1/17	1,000.00			

<sup>\*</sup> Gap in check sequence.

## Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo com/feefag for a link to these documents, and answers to common monthly service fee questions.

Fee period 01/01/2020 - 01/31/2020	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements  Average ledger balance	\$500.00	\$1,996.00 🗹
01/01		

## Account transaction fees summary

	Units used	Linits included	Excess	Service charge per excess units (\$)	Total service charge (\$)
Service charge description	A A	3,000	0	0.0030	0.00
Cash Deposited (\$)	0			0.50	0.00
Transactions	18	50	0	0.00	
Total service charges					\$0.00

January 31, 2020 = Page 5 of 5



Total amount \$

#### General statement policies for Wells Fargo Bank

Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity that, you will need to provide us with an identity that report.

Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
Use the following worksheet to calculate your overall account balance.			
<ol> <li>Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement.</li> <li>Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.</li> </ol>			
<ol> <li>Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.</li> </ol>			
ENTER			
A. The ending balance			
shown on your statement			
ADD			
B. Any deposits listed in your \$			
register or transfers into 8			
your account which are not \$			
shown on your statement. + \$			
CALCULATE THE SUBTOTAL			
(Add Parts A and B)			
SUBTRACT	-		
C. The total outstanding checks and			-
withdrawals from the chart above			
CALCULATE THE ENDING BALANCE			
(Part A + Part B - Part C)			-
This amount should be the same			
as the current balance shown in			

your check register

# Wells Fargo Simple Business Checking

February 29, 2020 Page 1 of 5



ES1 LLC 4700 36TH AVE SW SEATTLE WA 98126-2716

#### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833 En espeñal: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)

P.O. Box 6995

Portland, OR 97228-6995

## Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellstargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking Online Statements Business Bill Pay Business Spending Report Overdraft Protection



#### Activity summary

Beginning balance on 2/1	\$2,190.70
Deposits/Credits	15,615.97
Withdrawals/Debits	- 12,166.61
Ending balance on 2/29	\$5,640.06
Average ledger balance this period	\$2,365.25

Account number: 7621559124

ES1 LLC

Washington account terms and contilions apply

For Direct Deposit use

Routing Number (RTN), 125008047

For Wire Transfers use

Routing Number (RTN): 121000248

#### Overdraft Protection

Your account is linked to the following for Overdraft Protection:

Savings - 000003365602378

February 29, 2020 - Page 2 of 5



## Transaction history

note.	Check	Deposition	Deposits/ Credits	Withdrawels/ Debits	Ending daily balance
12.12	Number	Purchase Return authorized on 01/31 The Home Depot #85	147 13	Denis	Deservo
2/3		Purchase Return author/ee on 01/31 The Home Depot #95 Burlington WA S610033544051272 Card 3/93	147 13		
2/3		Purchase authorized on 01/30 The Home Depot #47 Believue WA		21.18	
el o		S380030851474827 Card 3793			
2/3	_	Purchase authorized on 01/30 The Home Depot #47 Redmond		147.13	
		WA \$380031210785880 Card 3793			
2/3		Purchase authorized on 01/30 Shell Oil 57446223 Redmond WA		0.93	
		\$460031217275298 Card 3793			
2/3		Purchase authorized on 01/30 Shell Oil 57446223 Redmond WA		20.20	
		\$300031218282768 Card 3793		139.91	
2/3		Purchase authorized on 01/31 The Home Depot #47 Tukwila WA		150.01	
2/3	_	\$380032208522014 Card 3793 Purchase authorized on 02/01 Paypel *Conewayser		2.63	2,005.88
20		402-935-7733 CA \$460032587280099 Card 3783			
2/4		Purchase authorized on 02/03 Panda Express #215 Issaquah WA		18.04	1,987.8
67		\$580035161921595 Card 3/93			
2/5-		Purchase authorized on 02/03 7-Eleven 22561 Seattle WA		22.08	
		\$300035026847423 Card 3793			
2/5		Purchase authorized on 02/05 USPS PO 54764600 4412 Cel		9.50	1,956.23
		Seattle WA P00300036696941405 Card 3793			
2/6		Edeposit IN Branch/Store 02/06/20 03:06:16 Pm 5414 Point	1,800.00		
		Foadick Dr NW Gig Harbor WA 3793		85.00	
2/6		Purchase authorized on 02/04 WA Secretary of St :WA Gov WA		00.00	
	_	\$480036048419488 Card 3793 Purchase suthorized on 02/05 Panda Express 1709 Gig Harbor		13.89	
2/6		VIA S460036793858974 Card 3793			
2/6	_	Purchase authorized on 02/05 Walgreens #12910 Gig Harbor WA		10.84	
210		\$300036807201841 Card 3793			
2/6	1036	Cashed Check		400.00	3,246.5
2/7	3335	Online Transfer From Es1 LLC Business Market Rate Savings	4,000.00		
		100000002378 Ref #Ib07Lw(mtz on 02/07/20			
2/7		Purchase authorized on 02/06 Panda Express 1709 Gig Harbor		21.37	
		WA \$300037774697921 Card 3793		4 407 00	2,798 1
2/7		Withdrawal Made In A Branch/Store		4,427,00	2,180.1
2/10		Purchase authorized on 02/07 75 - United Pacifi Snohomish WA		23.31	
No.		9580038825768576 Card 3793 Purchase authorized on 02/07 Blazing Onton Snoh Snohomish		15.06	
2/10		Vin S460038643438742 Card 3793			
2/10	_	Purchase authorized on 02/07 Baskin Robbins if 3 Snohomish WA		6.52	
2110		\$580039002296958 Card 3/93			
2/10		Purchase authorized on 02/08 South Transfer Sta Seettle VVA		56.55	
210		S460040012822343 Card 3793			
2/10		Purchase authorized on 02/08 McDonald's F13369 Scattle WA		9.88	
		\$380040022831371 Card 3793		****	
2/10		Purchase authorized on 02/08 Shell Oil 57444961 Seattle WA		20.14	
-		5580040089604261 Card 3793		40.00	
2/10		ATM Withdrawal authorized on 02/08 Georgetown Business		40.00	
		Cente Seattle WA 0002308 ATM ID 2593A Card 3793		13.83	2,615.0
2/10		Purchase authorized on 02/09 McDonald's F13389 Seattle WA		10.00	2,010.0
-		S300040720204849 Card 3793 Purchase authorized on 02/10 McDonald's F13369 Seattle WA		12.95	2,602.0
2/11		\$380041792387225 Card 3793			
2/12		Purchase authorized on 02/10 Shell Oil 57444035 Scattle WA		23,50	
2012		S580042070645628 Card 3793			
2/12		Purchase authorized on 02/11 Panda Express 1849 Tukwila WA		38.34	2,540.2
		S580042746503159 Card 3793			
2/13		Purchase authorized on 02/12 Puget Sound Energy 888-225-5773		294.85	2,245.4
		VVA S300043659000833 Card 3793			
2/14		Purchase authorized on 02/12 The Home Depot #89 Seattle WA		77.75	
		S300044005004839 Card 3793			

February 29, 2020 - Page 3 of 5



	1.00	Doposits/	Withdrawa/s/	Ending a
W.o.	Check	Credits	Dobits	bala
Date	Number Description  Purchase authorized on 02/13 Dropbox*Qzxxx32Lr2		131.99	
2/14	Dh TT/Cchelp CA \$580044657200489 Card 3793			
2/14	Purchase authorized on 02/13 Panda Express 1650 Seattle WA		20.37	2,01
211-	S580045178173327 Card 3793			
2/18	Purchase Return authorized on 02/13 The Home Depot 470	228.66		
~	Spattle WA 9820046544575588 Card 3793			
2/18	Purchase Return authorized on 02/14 The Home Depot #47	40.18		
	Bothell WA S610047544315468 Card 3763		16.58	_
2/18	Purchase authorized on 02/13 Shell Oil 57444951 Scattle WA		10000	
_	\$480044738119921 Card 3793		350.00	
2/18	Purchase authorized on 02/13 The Home Depot 470 Scattle WA		400.00	
	S300044822560258 Gard 3793 Purchase authorized on 02/14 7-Eleven 22561 Seattle WA		42.88	
2/18	S480045561063556 Card 3793			
2/18	Purchase authorized on 02/14 The Home Depot #47 Marysville		113.65	1,78
2/18	WA S380045771645084 Card 3793			
2/20	Purchase authorized on 02/19 Safeway #1062 Seattle WA		38 80	
2120	S580050299813691 Card 3793			
2/20	Purchase authorized on 02/19 likes Seatle Rest Ronton WA		20.09	1,70
	Say10051098585898 Card 3793		2004	- 40
2/21	Purchase authorized on 02/19 Arco#82542East Hill Kent WA		25.85	1,67
	SSB0051157314087 Card 3793		27.14	
2/24	Purchase authorized on 02/21 Shell Oil 57444961 Seettle WA		21.14	
-	5380053102948899 Csrd 3793		15.26	1,83
2/24	Purchase authorized on 02/23 McDonald's F13369 Seattle WA		1404	
-	S380055050775116 Card 3793  Purchase authorized on 02/24 McDonald's F5686 Bremerton WA	1	12.39	
2/26	\$380055832348489 Card 3793			
2/28	Purchase authorized on 02/24 Safeway #1467 Bromotion WA		43.95	1,5
2/20	\$300004672120811 Card 3793			-
2/27	ATM Check Deposit on 02/27 West, Seattle Scattle WA 0007485	600.00		2.1
2000	ATM ID 1740A Card 3793			_
2/28	ATM Check Deposit on 02/28 West Seattle Scattle WA 0007861	6,300.00		
	ATM ID 1740A Card 3793	2,500.00		
2/28	Online Transfer From Est LLC Business Market Rate Savings	2,500 00		
_	xxxxxx2378 Ref #lb07Q75Ltn on 02/28/20		300.00	
2/28	Purchase authorized on 02/27 Paypel "Conawayser 402 935-7733 CA S460058464044353 Card 3793			
T-1	Purchase authorized on 02/27 Psypal "Amberconaw		309.00	
2/28	402-935-7783 CA \$460058464541729 Card 3793			
2/28	Purchase authorized on 02/27 Paypal 'Amberconaw		400.00	
2120	402-935-7733 CA 5380058569133427 Cerd 3793			
2/28	Purchase authorized on 02/27 Paypal "Conawayser		300.00	
250	ang-935-7733 CA \$380058612835241 Card 3793			_
2/28	Purchase authorized on 02/28 Paypal *Conawayserv VISA Direct	d.	514.80	
	CA 500380059499823693 Card 3793		90.00	_
2/28	ATM Withdrawal sufficinged on 02/28 West Scattle Seattle WA		80.00	
-	0007662 ATM ID 1740A Card 3793		3,433.70	5,8
2/28	Card Reversal of Credit 11231199420		3,433.70	5,6
	ce on 2/29			3,0

The Ending Daily Sulance does not reflect any pending windrawals or holds on deposited funds that may have been outstanding on your eccount when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount
1038	2/6	400.00

February 29, 2020 = Page 4 of 5



#### Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefag for a link to those documents, and answers to common monthly service fee questions.

Fee period 02/01/2020 - 02/29/2020	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements  Average ledger balance	\$500.00	\$2,385.00 🗹

The Monthly service for summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the lest business day of the month will be included in your next fee period.

### Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (3)	D	3,000	0	0.0030	0.00
Transactions	6	50	0	0.50	0.00
Tarioecouria					\$0.00

Total service charges \$0.00

Fobruary 29, 2020 # Page 5 of 5



## General statement policies for Wells Fargo Bank

■ Notice: Wells Pargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is irrecoursts or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
Use the following worksheet to calculate your overall account balance.			
<ol> <li>Go through your register and mark each check, withdrawel, ATM transaction, payment, deposit or other credit listed on your statement.</li> <li>Be sure that your register shows any interest paid into your account and enry service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.</li> </ol>			
<ol> <li>Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.</li> </ol>			
ENTER			
A. The ending balance			
shown on your statement	100		
ADD	-		
B. Any deposits listed in your \$			_
register or transfers into \$			
your account which are not \$			
shown on your statement. + \$			-
YOTAL \$			-
CALCULATE THE SUBTOTAL	1		-
(Add Parts A and B)			
SUBTRACT			-
c. The total outstanding checks and withdrawals from the chart above			
CALCULATE THE ENDING BALANCE			-
(Part A + Part 8 Part C)			
This amount should be the same			
as the current balance shown in			
your check register \$			
		Total amo	unt S

# Wells Fargo Simple Business Checking

March 31, 2020 ■ Page 1 of 4



ES1 LLC 4700 36TH AVE SW SEATTLE WA 98126-2716

#### Questions?

Available by phone 24 hours a day, 7 days a week. Telecommunications Relay Services calls accepted 1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833 En español: 1-877-337-7454

Online: wellsfargo.com/blz

Write: Wells Fargo Bank, N.A. (120)

P.O. Box 6995

Portland, OR 97228 6995

## Your Business and Wells Fargo

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#### Account options

A check mark in the box indicates you have those convenient, services with your account(s). Go to wellsfargo com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking Online Statements Business Bill Pay Business Spending Report Overdraft Protection



#### Activity summary

Beginning balance on 3/1	\$5,540.06		
Deposits/Credits	10,534.28		
Withdrawals/Debits	- 15,295,63		
Ending balance on 3/31	\$878.71		
Average lariner heliones this period	\$2,495 15		

Account number: 7621559124

ES1 LLC

Washington account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 125008547

For Wire Transfers use

Routing Number (RTN): 121000248

#### Overdraft Protection

Your account is linked to the following for Overdraft Protection:

Savings - 000003365602378

March 31, 2020 . Page 2 of 4



### Transaction history

	Check		Deposits/	Withdrawals/	Ending daily
Dete n	lumber	Description	Credits	Debits	balance
3/2		Final Credit for Claim-Ref 2003010000104	2.63		
3/2		Purchase authorized on 02/28 Arco#07155Arco #07 Seattle WA		40.22	
		S460059780680369 Card 3793			
3/2		Purchase authorized on 02/26 Seattle City Light 206-584-3000		528.75	
		WA \$460060026195491 Card 3793			
3/2		Purchase authorized on 02/28 Sq *Muzit468@Yahoo Seattle WA		28 13	
		S580060042040500 Card 3793		20.00	
3/2		Purchase authorized on 02/28 The Home Depot 470 Seeitle WA		92,33	
		\$300060179059725 Card 3793		-	
3/2		Purchase authorized on 02/29 Paypal "Conowayserv VISA Direct		576.54	
		CA S00460050729667299 Card 3793			
3/2		Purchase authorized on 02/29 Paypal *Conawayser		500.00	
		402-935-7733 CA 5300060862984835 Card 3793			A94 9A
3/2	- 1	Online Transfer to The A. Feam Holdings, LLC Business Checking		3,500,00	376.72
		xxxxxx9116 Ref #lb07Qfshnr on 02/29/20	-		
3/3		Card Provisional Credit 10301200073	1,823,80		
3/3		Cashed/Deposited Item Retn Unpaid Fee		12.00	
3/3		Deposited Item Retn Unpaid - Paper 200303	V of	2,700.00	
3/3		Overdraft Protection From 3365602378	477.51		-33.97
3/4		Online Transfer From The A Team Holdings, LLC Business	100.00		66.03
		Checking xxxxxxx9116 Ref #lb07R4Jtv5 on 03/04/20			
3/5		Card Provisional Credit 10301200095	1,076.54		1,142.5
3/11	<	Business to Business ACH Debit - Capital One Online Pmt 200311		105.43	1,037.14
		007139910310070 Shibleyeric			
3/12		Genesists Card 8009582556 200311 000001169977461 Eric R		212.23	824 91
		Shibley			
3/24		ATM Check Deposit on 03/24 West Seattle Seattle V/A 0000865	600.00		
ela.		ATM ID 1740A Card 9012			
3/24		ATM Chack Deposit on 03/24 West Seattle Scattle WA 0000868	1,653.80		
,		ATM ID 1740A Card 9012			
3/24		ATM Deposit Adjustment	100.00		3,178.7
3/26		ATM Check Deposit on 03/25 West Seattle Seattle WA 0001005	2,700.00		
		ATM ID 1740A Card 9012			
3/26		ATM Check Deposit on 03/25 West Seattle Seattle WA 0001007	2,000.00		7,878.7
4.20		ATM ID 1740A Card 9012			
3/31		Online Transfer to Fa1 LLC Business Market Rate Savings		7,000.00	878.7
		xxxxxxx2378 Ref #lb07Vyb96Z on 03/30/20			
Ending balance	on 2014				878.71
Ending bearing (	on ordi		\$10,534.28	\$15,295,63	
Totals			310,334.40	910,200,00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed

### Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPey Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellstargo.com/feetag for a link to these documents, and answers to common monthly service fee questions.

Fee period 03/01/2020 - 03/31/2020	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee penod
Have any ONE of the following account requirements  Average ledger balance	\$500.00	\$2,495,00 🗹

Business to Business ACI/Ut this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.

March 31, 2020 = Page 3 of 4



ccount transaction fees summary					
Service charge description	Units used	Units included	Excess	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (5)	0	3,000	0	0.0030	0.00
A CONTRACTOR OF THE CONTRACTOR	8	50	0	0.50	0.00
Transactions Total service charges	8	50	0	0.50	

March 31, 2020 . Page 4 of 4



Total amount \$

### General statement policies for Wells Fargo Bank

■ Notice: Wells Fargo Bank, N.A. may furnish Information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
Use the following worksheet to calculate your overall account balance.			
<ol> <li>Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement.</li> <li>Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.</li> </ol>			
<ol> <li>Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.</li> </ol>			
ENTER			
A. The ending balance			
shown on your statement \$			
ADD			
B. Any deposits listed in your S			
register or transfers into \$			
your account which are not \$			
shown on your statement. + \$	-		
		-	
CALCULATE THE SUBTOTAL			
(Add Parts A and B)			
TOTAL 5	-		
SUBTRACT			
C. The total outstanding checks and withdrawals from the chart above \$			
CALCULATE THE ENDING BALANCE			
(Part A + Part B - Part C)			
This amount should be the same			
as the current balance shown in			
your check register			-

# Well's Fargo Simple Business Checking

April 30, 2020 = Page 1 of 4



ES1 LLC 4700 36TH AVE SW SEATTLE WA 98126-2716

### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted 1-800-CALL-WELLS (1-808-225-5935)

TTY: 1-800-877-4833 En espeñol: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)

P.O. Box 6995

Portland, OR 97228-6995

## Your Business and Wells Fargo

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### Account options

A check mark in the box indicates you have these convenient services with your eccount(s). Go to wellsfargo com/bix or call the number above if you have questions or if you would like to add new services.

Business Online Banking Online Statements Business Bill Pay Business Sponding Report Overdraft Protection



### Activity summary

Beginning balance on 4/1	\$878.71
Deposits/Credits	16,820.00
Withdrawals/Debits	- 17,515.92
Ending balance on 4/30	\$182.79
Average ledger balance this period	\$1,437.70

Account number: 7621559124

ES1 LLC

Washington account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 125008547

For Wire Transfers use

Routing Number (RTN): 121000248

### Overdraft Protection

Your account is linked to the following for Overdraft Protection.

Savings 000003385602378

April 30, 2020 - Page 2 of 4



### Transaction history

	Check		Deposits/	Withdrawais/	Ending daily
Date	Number	Description	Credits	Debits	balance
4/1		ATM Check Deposit on 04/01 West Seattle Seattle WA 0001655 ATM ID 1740A Card 9012	200.00		
4/1		Purchase authorized on 04/01 Los Schwab Tires 3801 Sw Seattle WA P00580093013188205 Card 9012		236.89	842.02
4/3	-	Purchase authorized on 04/01 Metropolitan Mkt 1 Scottle WA \$300092778746338 Card 9012		237 88	
4/3		Purchase authorized on 04/01 Safeway #1082 Seattle WA \$460092822724570 Card 9012		184.79	419.35
4/7		Genesists Card 8009582558 200406 000001178850420 Eric R Shibley		86.38	332.97
4/10		Online Transfer From Est LLC Business Market Rate Savings xxxxxx2378 Ref #lbD/Xgmnll on 04/10/20	7,800,00		
4/10	-	Withdrawal Made In A Branch/Store		4,427.00	3,505,97
4/13		ATM Cash Deposit on 04/13 West Scattle Seattle WA 0002841 ATM ID 1740A Card 9012	520.00		
4/13		Online Transfer From Ea1 LLC Business Market Rate Savings xxxxxx2378 Ref #lb07Y272Zb on 04/13/20	4,500,00		8,525.97
4/14		Purchase authorized on 04/13 Rile Aid Store - 5 Scuttle WA S480105086176182 Card 9012		19.58	8,506.39
4/15		Purchase authorized on 04/13 Safeway #2932 Seattle WA \$300104862239445 Card 9012		73,97	
4/15		Fay Servicing ACH Pmts 041320 0888006560 Enc Shieby		7,648.59	783,83
4/21		Shed Trees 310 Misc Pay 042120 Eldg:3600261386 Ntc*Pmt*Eldg:3600261356\	4,000.00		
4/21		Online Transfer to Es1 LLC Business Market Rate Savings xxxxxx2378 Rc1#lb07Zfpkb5 on 04/21/20		4,000.00	783.83
4/24	1078	Check		30.00	753.83
4/27	3410	Purchase authorized on 04/24 Wholefds Wes#10524 Seattle WA \$460116108601582 Card 9012		96.17	657.60
4/29		Purchase authorized on 04/27 Comcast Bellingh C 800-266-2278 www.Sep0119171214197 Card 9012		251.11	406.55
4/30		Purchase authorized on 04/29 McDonald's F13369 Seettle WA S580120820385349 Card 9012		20.97	
4/30		Purchase authorized on 04/29 O'Reilly Auto Part Seattle WA \$580120828124341 Card 9012		52 79	
4/80		Purchase with Cash Back \$ 40.00 authorized on 04/30 Wal-Mart Wal-Mart Sup Renton WA P0000000189014993 Card 9012		150.00	182.79
Ending hal	ance on 4/30	Authorities seeds to sentitude a fact and a second and a second a second			182.79
Totals	OLIVO SIL WAS		\$16,820.00	\$17,515.92	

The Ending Dally Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

## Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount
1078	4/24	30.00

### Monthly service fee summary

For a complete list of tess and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPsy Card Terms and Conditions for propaid cards) or talk to a banker. Go to wellstargo.com/fee/sq for a link to these documents, and answers to common monthly service fee questions.

Fee period 04/01/2/020 - 04/30/2020 Standard monthly service tee \$10.00 You paid \$0.00

April 30, 2020 - Page 3 of 4



### Monthly service fee summary (continued)

How to avoid the monthly service fee Have any ONE of the following account requirements Average ledger balance Minimum required

This fee period

\$500.00

\$1,438.00 🗹

## Account transaction fees summary

Service charge description	Units used	Linits included	Excess units	Service charge per excess units (\$)	Tatal service charge (\$)
Cash Deposited (5)	500	3,000	0	0.0030	0.00
	5	50	0	0.50	0.00
Transactions					\$0.00

Total service charges \$0.00

April 30, 2020 . Page 4 of 4



### General statement policies for Wells Fargo Bank

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You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Total amount \$

Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
Use the following worksheet to calculate your overall account balance.			
Z. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.			
<ol> <li>Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.</li> </ol>			
ENTER			
A. The ending balance			_
shown on your statement			
ADD			
B, Any deposits listed in your \$			
register or transfers into \$			
your account which are not \$			
shown on your statement. + 3			
TOTAL \$			
CALCULATE THE SUBTOTAL			
(Add Parts A and B)			
TOTAL 3			
SUBTRACT			-
C. The total outstanding checks and			
withdrawals from the chart above			
CALCULATE THE ENDING BALANCE			
(Parl A + Parl B - Parl C)	/		
This amount should be the same			
as the current balance shown in			

your check register .....

# Wells Fargo Simple Business Checking

May 31, 2020 . Page 1 of 5



ES1 LLC 4700 36TH AVE SW SEATTLE WA 98126-2716

### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted 1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833 En espe/lol: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)

P.O. Box 8995

Portland, OR 97228-6995

### Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

### Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	
Online Statements	
Business Bill Pay	
Business Spending Report	
Overdraft Protection	

Statement	noriod	activity	elimman
Statement	period	activity	Summary

Beginning balance on 5/1	\$182.79
Deposits/Credits	107,050.09
Withdrawels/Debits	- 106,931.08
Ending balance on 5/31	\$301.80
Average ledger balance this period	\$21,377.17

Account number: 7621559124

ES1 LLC

Washington account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 125006547

For Whre Transfers use

Routing Number (RTN): 121000248

### Overdraft Protection

Your account is linked to the following for Overdraft Protection:

Savings - 000003385802378

May 31, 2020 Page 2 of 5



### Transaction history

Date	Check	Description	Deposits/ Credits	Withdrawats/ Debits	Ending daily balance
5/1	1700.000	Online Transfer From Es1 LLC Business Market Rate Savings xxxxxxxxxx878 Ref #Ib0834x6K2 on 05/01/20	1,000.00		
5/1		Purchase authorized on 04/29 Starbucks Store 11 Seattle VWA \$300120455814099 Card 9012		9.36	
5/1		Purchase authorized on 04/30 Panda Express #102 Burien WA 5380122077931343 Card 9012		35.92	1,137,51
5/4		Purchase authorized on 04/30 Cream Dream Ice CR Bunen WA \$300122059977301 Card 9012		15.35	
5/4		Purchase authorized on 09/01 WA Socretary of St. WA Gov WA S580122563838950 Card 9012		50 00	
5/4		Purchase authorized on 05/01 WA Secretary of St. WA Gov WA S380122575643132 Card 9012		50.00	
5/4		Purchase authorized on 05/01 WA Secretary of St. WA Gov WA \$380122565771470 Card 9012		10.00	
5/4		Purchase authorized on 05/01 Penda Express #102 Burien WA \$480123045854312 Card 9012		23.10	989.06
5/6		Purchase authorized on 05/05 McDonald's F1364 Scattle WA \$300126711676976 Card 9012		21.54	967 52
5/11		Purchase authorized on 05/08 Dunn Lake Union Seattle WA \$300129721332592 Card 9012		14.27	
5/11		Purchase authorized on 05/08 Pp*Sodo Chicken Seattle WA S380129738439843 Card 9012		11.73	
5/11		Purchase authorized on 05/08 WA Secretary of St. WA Gov WA \$580130067785308 Card 9012		500.00	
5/11		Purchase authorized on 05/08 Autozone #1890 Seattle WA \$300130122788385 Card 9012		18.69	
5/11		Purchase authorized on 05/09 Bartell Drug 42-Qu Saattle WA S580130312558514 Card 9012		85.92	
5/11		Purchase authorized on 05/09 Bartoll Drug 42-Qu Seattle WA S580130318091854 Card 9012	to To a	33.53	603,38
5/12		ATM Check Deposit on 05/12 Georgetown Business Certle Seettle WA 0002992 ATM ID 2593A Card 9012	2,400.00		3,003.36
5/14		Recurring Payment authorized on 05/12 Comcast Cable Comm 800-Comcast WA \$380134168174589 Card 9012		260.81	2,742.57
5/15	1	Chem Bank Loan S ACH 200515 xxxxx3947 Sha Ppp Loan	100,000.00		102,742.57
5/18		Purchase authorized on 05/15 WA Secretary of St. WA Gov WA 5460137235541435 Card 9012		20.00	
5/18		Purchase authorized on 05/18 Les Schwab Tiros # Seettle WA SS80137700665775 Card 9012		170.64	
5/18		Purchase authorized on 05/16 McDonald's F1364 Sestile WA S460137708840733 Gard 9012		9.01	
5/18		Purchase authorized on 05/16 Shall Oil 57444035 Seattle WA \$380138009464248 Card 9012		18.54	
5/18		Purchase authorized on 05/16 Shell Oil 57444028 Scattle WA 5300138020283597 Card 9012		37 50	
5/18		Purchase authorized on 05/16 McDonald's F13369 Seattle WA \$380138033340041 Card 9012		12.20	102,474,68
5/19		ATM Check Deposit on 05/19 West Seattle Seattle WA 0008405 ATM ID 1740A Cerd 9012	1,000,00		103,474.68
5/21		Online Transfer to Est LLC Dusiness Market Rate Savings 10000002376 Ref #100883N7Y5 on 00/21/20		100,000.00	3,474 68
5/22		ATM Chack Deposit on 05/22 Wast Seattle Seattle WA 0006832 ATM ID 1740A Card 9012	650.00		
5/22		Genesisfs Card 8009582556 200521 000001194307469 Eric R Shibley		356.14	3,788.54
9/26		Online Transfer From Es1 LLC Business Market Rate Savings xxxxxxxxx75 Ref #b086Qtq5R on 05/25/20	2,000.00		
5/28		Purchase authorized on 05/20 The Home Depot #89 Seattle WA \$380142045095279 Card 9012		356.09	

May 31, 2020 - Page 3 of 5



#### Transaction history (continued) Withdrawals/ Ending daily Deposits/ Chock Debds belance Credits Number Description Date 10.65 5,401.80 Purchase authorized on 05/22 McDonald's F13369 Seattle WA 5/26 \$300144077673530 Card 9012 Adam Wines Consu AR Verify 016Kcutn1F10Sy Es1 LLC 0.09 5/27 Business to Business ACH Debit - Adam Wines Consu AR Verify 0.09 5/27 016Kcium1F10Sy Es1 LLC 5 100 00 301.80 Rusinass to Business ACH Debit - Adam Wines Consu Bill Com 5/27 016Anxbkd1F0Mhj Adam Wines Consulting LLC - Inv #161 301.80 Ending balance on 5/31 \$106,931.08 \$107,050.09

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient evaluable funds when a transaction posted, less may have been assessed.

#### Monthly service fee summary

For a complete list of tees and detailed account information, see the Wells Fargo Account Fee and information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo com/foofaq for a link to these documents, and answers to common monthly service fee questions.

Standard monthly service for \$10.00	You paid \$0.00
Minimum required	This fise period
\$500.00	\$21,377.00 🗵
	Minimum required

The Monthly service fee summary fee period ending date shown above includes a Saturday. Sunday, or holiday which are non-business days Transactions occurring after the last business day of the month will be included in your next fee period.

### Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (3)
The state of the s	0	3,000	0	0.0030	0.00
Cash Deposited (3)		11000	0	0.50	0.00
Transactions	12	.50	4	9.50	
Total agains absence					\$0.00

# IMPORTANT ACCOUNT INFORMATION

Effective June 20, 2020, we are updating the Funds Availability Policy in our Deposit Account Agreement as follows:

In the "Longer delays may apply" section, when a longer delay applies, we are making the following changes:

- The amount of your deposit that may be available on the first business day after the day of your deposit is increasing from \$200 to \$226.
- We are changing the check deposit amount exception that may lead to a delay of generally no more than seven business days from "You deposit checks totaling more than \$5,000 on any one day" to "You deposit checks totaling more than \$5,525 on any one day."

Business to Business ACH: If this is a business account, this transaction has a return time traine of one business day from post date. This time frame does not apply to consumer accounts.

May 31, 2020 = Page 4 of 5



In the "Special rules for new accounts" section, setting forth special rules that apply during the first 30 days your account is open, we are updating the amounts in the two bullets in the second paragraph from \$5,000 to \$5,525 and from \$200 to \$225 as follows:

- The first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks and U.S. Postal Service money orders made payable to you will be available on the first business day after the day of your deposit.
- The excess over \$5,525 and funds from all other check deposits will be available on the seventh business day after the day of your deposit. The first \$225 of a day's total deposit of funds from all other check deposits, however, may be available on the first business day after the day of your deposit.

To provide you with additional flexibility to access accounts, we have increased the daily ATM withdrawal limit on your Wells Fargo Debit, ATM, or EasyPay Card(s) to \$710. Any card that already has a daily ATM withdrawal limit of \$710 or more remains the same. To view your card limits any time, sign on at wellsfargo.com/cardcontrol and click on Open Card Details.

May 31, 2020 . Page 5 of 5



### General statement policies for Wells Fargo Bank

Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058. You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity that, you will need to provide us with an identity that report.

Account Ralance Calculation	Markeheat	

- 1. Use the following worksheet to calculate your overall account balance.
- Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement.
   Be sure that your register shows any interest paid into your account and any service charges, sufomatic payments or ATM transactions withdrawn from your account during this statement period.
- Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals. ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER	
A. The ending balance	
shown on your statement	\$
ADD	
B. Any deposits listed in your	5
register or transfers into	\$
your account which are not	\$
shown on your statement.	+ 3
1111	TOTAL \$
CALCULATE THE SUBTOTAL	
(Add Parts A and B)	
	TOTAL \$
SUBTRACT	
C. The total outstanding checks and	
withdrawals from the chart above	1111-8
CALCULATE THE ENDING BALANCE	
(Part A + Part B - Part C)	

Number	Items Outstanding	Amount
		_
_		
		_
		_
-		
_		
		-
	Total amo	

This amount should be the same as the current belance shown in your check register......

# **Business Market Rate Savings**

October 31, 2019 # Page 1 of 3



ES1 LLC 4700 36TH AVE SW SEATTLE WA 98126-2716

### Questions?

Available by phone 24 hours a day, 7 days a wook: Telecommunications Relay Services calls accepted 1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833 En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)

P.O. Box 6995

Portland, OR 97228-6995

### Your Business and Wells Fargo

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\$25,070.45

0.03%

\$0.45

30.46

Activity summary	
Beginning balance on 10/10	\$0.00
Deposits/Credits	60,025 45
Withdrawais/Debits	- 7,000.00
Ending balance on 10/31	\$53,025.46
Average ledger balance this period	\$25,070.45
Interest summary	
Interest paid this statement	\$0.45

Weshington account term	e and conditions apply
For Direct Deposit use Routing Number (RTN):	12500854/
For Wire Transfers use Routing Number (RTN):	121000248

Appount number 3365602378

ES1 LLC

## Transaction history

Interest paid this statement

Average collected balance

Interest paid this year

Annual percentage yield earned

Interest earned this statement period

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending deily balance
10/10	Savings Opening Deposit	25.00		25 00
10/22	Online Transfer From Es1 LLC Business Checking xxxxxxx9124 Ref#lb0729Szyy	60,000.00		60,025,00

October 31, 2019 Page 2 of 3



### Transaction history (continued)

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/25	Transfer IN Branch/Store - to Es1 LLC DDA xxxxxx9124 4314 Sw Alaska St		7,000.00	53,025.00
10100	Seattle WA			
10/31	Interest Paymont	0.45		53,025.45
	balance on 10/31			53,025.45
Totals		\$60,025.45	\$7,000.00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

#### Monthly service fee summary

For a complete list of fees and detailed account information, see the Walls Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 10/10/2019 - 10/31/2019	Standard monthly service fee \$6.00	You paid \$0.00
We waived the fee this fee period to allow you to meet the requirements to evoid the need to meet the requirement(s) to avoid the monthly service fee.	se monthly service fee. Your fee walver is abo	out to expire. You will
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements  Average collected balance  Total automatic transfers from an eligible Wells Fergo business checking accounts.	\$500.00 ount \$25.00	\$25,070.00 Z \$0.00 D

October 31, 2019 - Page 3 of 3



### General statement policies for Wells Fargo Bank

Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058. You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
<ol> <li>Use the following worksheet to calculate your overall account balance.</li> </ol>			
<ol> <li>Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement.</li> <li>Be sure that your register shows any interest paid into your account any any service charges, automatic payments or ATM transactions withdraw from your account during this statement period.</li> </ol>	ģ vn		
<ol> <li>Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.</li> </ol>			
ENTER			
A. The ending balance			
shown on your statement			
ADD			
B. Any deposits listed in your 3	_		
register or transfers into \$			
your account which are not. \$	_		-1
shown on your statement + \$			
TOTAL \$	_		
CALCULATE THE SUBTOTAL			
(Add Parts A and B)			
SUBTRACT			
C. The total outstanding checks and	-		
withdrawals from the chart above	_		
CALCULATE THE ENDING BALANCE			
(Part A + Part B - Part C)			
This amount should be the same			
as the current balance shown in			
your check register			
ALCOHOL MANAGEMENT (			
		Total amo	unt \$

# **Business Market Rate Savings**

November 30, 2019 ■ Page 1 of 3



ES1 LLC 4700 36TH AVE SW SEATTLE WA 98126-2716

### Questions?

Available by phone 24 hours a day, 7 days a week. Telecommunications Relay Services calls accepted 1-800-CALL-WELLS (1-800-225-5935).

TTY: 1-800-877-4833 En español: 1-877-337-7454

Online: wellstargo.com/biz

Write: Wells Fargo Bank, N.A. (120)

P.O. Box 6995

Partland, OR 97228-8995

# Your Business and Wells Fargo

Visit wellstargoworks.com to explore videos, articles, integraphics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

\$53,025.45
1.08
- 16,500.00
\$36,626.53
\$43,842.11

Account number:	3365602378
ES1 LLC	
Washington accou	nt terms and conditions apply

District Descent was

For Direct Deposit use

Routing Number (RTN). 125008547

For Wire Transfers use

Routing Number (RTN): 121000248

Interest summa	ry	
Interest paid this		\$1.08
Average collecte		\$43,842.11
Annual percenta		0.03%
	his statement period	\$1.08
Interest paid this	CANADA TO THE PARTY OF THE PART	\$1.53

### Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance 49.025.45
11/12	<ul> <li>Online Transfer to Es1 LLC Business Checking xxxxxxx9124 Ref flb075Hg6Jf on</li> </ul>		4,000.00	49,025.45
	11/12/19		3.000.00	
11/13	Transfer IN Branch/Store - to Es1 LLC DDA xxxxxxx9124 4314 Sw Alaska St		3,000.00	
	Seattle WA			

November 30, 2019 Page 2 of 3



#### Transaction history (continued) Ending daily Withdrawals/ Deposits/ balance Debits Credits 44,025.45 2,000.00 Transfer IN Branch/Store - to Est LLC DDA xxxxxxx9124 4011 \$ 164th St Seetec 39,525.45 4 500.00 Online Transfer to Es1 LLC Business Checking xxxxixi9124 Ref #lb075Rmsd on 11/14 36,525,45 Online Transfer to Es1 LLC Business Checking xxxxxx9124 Ref #Ib0/6Mv8Mk 3.000.00 11/20 on 11/19/19 36 526.53 1.08 11/29 Interest Payment 36,526.53 Ending balance on 11/30 \$16,500.00 51.08 Totals

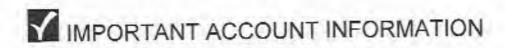
The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, focs may have been assessed.

### Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepeld cards) or talk to a banker. Go to wellsfargo com/feetag for a link to these documents, and answers to common monthly service fee questions.

Fee period 11/01/2019 - 11/30/2019	Standard monthly service (ee \$6.00	You peld \$0.00
We waived the fee this fee period to allow you to meet the requirements to avoid the For the next fee period, you need to meet the requirement(s) to avoid the monthly so	monthly service fee. This is the final period cryice fee.	with the fee walved
How to avoid the monthly service fee	Minimum required	This toe period
lawe any ONE of the following account requirements  Average collected balance  Total automatic transfers from an eligible Wells Fargo business checking accounts.	\$500.00 ant \$25.00	\$43,842.00 [Z \$0.00 []

The Monthly service fee summary fee paned ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.



We are updating the Wells Fargo Deposit Account Agreement as follows:

Effective December 31, 2019, in the section of the Agreement titled, "Rights and Responsibilities", the response to "Is your wireless operator authorized to provide information to assist in verifying your identity?" is deleted and replaced with the following:

Yes, and as part of your account relationship, we may rely on this information to assist in verifying your identity. You understand and agree that Wells Fargo may collect, use and retain personal or other information about you or your device pursuant to Wells Fargo's policies or as required by applicable law.

You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details. If available, to Well's Fargo and service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. Review our Privacy Policy for how we treat your data. You represent that you are the owner of the mobile phone number or have the delegated legal authority to act on behalf of the mobile subscriber to provide this consent.

<sup>\*</sup> Indicates transaction counts toward the Regulation D and Wells Fargo savings withdrawal and transfer limit. Except outgoing wire transfers, there is no limit on the number of withdrawals or transfers made in person at an ATM or Wells Fargo location or on any types of deposits. For more information, please refer to your Account Agreement.

Number

November 30, 2019 = Page 3 of 3



Amount

### General statement policies for Wells Fargo Bank

■ Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Items Outstanding

Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
Use the following worksheet to calculate your overall account balance.			
<ol> <li>Go through your register and mark each check, withdrawel, ATM transaction, payment, deposit or other credit listed on your statement.</li> <li>Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.</li> </ol>			
<ol> <li>Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.</li> </ol>			
ENTER			
A. The ending balance			
shown on your statement			
72.00 1 111 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2			
ADD			
B, Any deposits listed in your \$			-
register or transfers into \$			
your account which are not \$			
shown on your statement + \$			_
TOTAL \$			
CALCULATE THE SUBTOTAL			
(Add Parts A and B)			
TOTAL S			
SUBTRACT			
C. The total outstanding checks and			
withdrawals from the chart above			1
CALCULATE THE ENDING BALANCE			
(Part A + Part B - Part C)			-
This amount should be the same			
es the current balance shown in			
your check register \$			
		Total amou	mt &

# **Business Market Rate Savings**

December 31, 2019 Page 1 of 3



ES1 LLC 4700 36TH AVE SW SEATTLE WA 98126-2716

### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225 5935)

TTY: 1-800-877-4833 En español: 1-877-337-7454

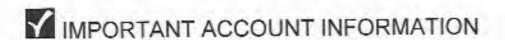
Online: wellstargo.com/biz

Write: Wells Fargo Bank, N.A. (120) P.O. Box 6995

Portland, OR 97228-6995

## Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, integraphics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.



We may change the statement period and monthly fee period assigned to your account without advance notification. If your account earns interest, these changes will not affect interest calculations, but they may affect the date we post interest to your account.

For all accounts except business analyzed checking, if the first new fee period created by our change is fewer than 25 days, the bank will automatically waive the monthly service fee for that period.

Activity summary	
Reginning balance on 12/1	\$36,526.53
Deposits/Credits	2,500.64
Withdrawals/Debits	- 14,427.00
Ending balance on 12/31	\$24,600.17
Average ledger balance this period	\$25,096.82

Account number: 3365602378

ES1 LLC

Washington account terms and conditions apply

For Direct Deposit use:

Routing Number (RTN): 125008547

For Wire Transfers use

Routing Number (RTN): 121000248

December 31, 2019 Page 2 of 3



### Interest summary

Interest paid this statement \$0.64

Avarage collected balance \$25,096.82

Annual percentage yield carned 0.03%

Interest earned this statement period \$0,64

Interest paid this year \$2.17

### Transaction history

Date	Description	Deposits/ Creats	Withdrawais/ Debits	Ending daily balance
12/4	<ul> <li>Online Transfer to Es1 LLC Business Checking xxxxxxxx9124 Ref #lb078Yf8Cn on 12/04/19</li> </ul>		5,000.00	31,526.53
12/9	Transfer IN Branch/Store - to Es1 LLC DDA xxxxxx9124 4314 Sw Alaska St Scattle WA		4,427.00	
12/9	<ul> <li>Online Transfer to Es1 LLC Business Checking xxxxxx3124 Ref #Ib079HTY]t on 12/07/19</li> </ul>		5,000.00	22,099.53
12/31	Online Transfer From Es1 LLC Business Checking xxxxxx9124 Ref #lb07Dwz3K5 on 12/31/19	2,500.00		
12/31	Interest Payment	0.64		24,600.17
	balance on 12/31			24,600.17
Totala		\$2,500.64	\$14,427.00	

The Ending Deliy Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, focs may have been assessed.

#### Monthly service fee summary

For a complete list of fees and defailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellstargo.com/feefag for a link to these documents, and answers to common monthly service fee questions.

Fee period 12/01/2019 - 12/31/2019	Standard monthly service fee \$6.00	You paid \$0.00
How to svoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements  Average concred balance  Total automatic transfers from an eligible Wells Fargo business checking account.	s500.00 ount \$25.00	\$25.097.00 [/] \$0.00 []

Indicates transaction counts toward the Regulation D and Wells Fergo savings withdrawal and transfer limit. Except outgoing wire transfers, there is no limit on the number of withdrawals or transfers made in person at an ATM or Wells Fargo location or on any types of deposits. For more information, please relier to your Account Agreement.

December 31, 2019 = Page 3 of 3



## General statement policies for Wells Fargo Bank

■ Notice: Wells Fargo Bank, N.A. may turnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity that, you will need to provide us with an identity that report.

Account Balance Calculation Worksheet	Number	items Outstanding	Amount
. Use the following worksheet to calculate your overall account balance.			
c. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.			
<ol> <li>Use the chart to the right to list any deposits, transfers to your account, cutstanding checks, ATM withdrawals, ATM payments or any other withdrawals (Including any from previous months) which are listed in your register but not shown on your statement.</li> </ol>			
ENTER			
A. The ending balance			
shown on your statement			
ADD			
B. Any deposits listed in your suppose suppose or transfers into suppose suppo			
TOTAL \$			
CALCULATE THE SUBTOTAL			
(Add Parts A and B)			
**TOTAL \$			
SUBTRACT			
C. The total outstanding checks and			
withdrawals from the chart above			
CALCULATE THE ENDING BALANCE	-		
(Part A + Part B - Part C)	-		
This amount should be the same			_
as the current balance shown in			
your check register			
		Total ame	sunt S

# **Business Market Rate Savings**

January 31, 2020 Page 1 of 3



ES1 LLC 4700 36TH AVE SW SEATTLE WA 98126-2716

### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833 En espeñol: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)

P.O. Box 6995

Account number: 3365602378

Royting Number (RTN): 125008647

For Direct Deposit use

Washington account terms and conditions apply

ES1 LLC

Portland, OR 97228-6995

### Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

Activity summary	
Beginning balance on 1/1	\$24,800.17
Deposits/Credits	0.37
Withdrawals/Debits	- 14,423.19
Ending balance on 1/31	\$10,177.35
Average ledger balance this period	\$14,562.29

For Wire Transfers uses
Routing Number (RTN): 121000248

### Interest summary

Interest paid this statement \$0.37

Average collected balance \$14,562.29

Annual percentage yield earned 0.03%

Interest earned this statement period \$0.37

Interest paid this year \$0.37

Total interest paid in 2019 \$2.17

### Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
1/2	Online Transfer to Ex1 LLC Business Checking xxxxxxx9124 Ref#lb07Fb2Vjl on		2,000.00	22,600.17
1/6	01/02/20 Withdrawel Made In A Branch/Store		4,427.00	18,173.17

January 31, 2020 = Page 2 of 3



action	history (continued)			
		Deposits/	Withdrawals/	Ending daily
Date	Description	Credits	Debits	balance
1/8	* Overdraft Protection to 7621559124		258.00	17,917.17
1/9	* Overdraft Protection to 7621559124		75,00	17,892.17
1/10	Online Transfer to Es1 LLC Business Checking xxxxxxxx9124 Rcf#lb07Gfhskv on 01/09/20		1,500.00	
1/10	Transfer IN Branch/Store - to Es1 LLC DDA xxxxxx9124 4314 Sw Alaske St Seattle WA		2,000.00	14,392 17
1/17	# Overdreft Protection to 7621559124		1,001,78	13,390.39
1/21	* Overdraft Protection to 7621559124		1,012.50	12,377.89
1/23	* Overdraft Protection to 7621559124		1,639.42	
1/23	Excess Activity Fee		15.00	10,723.47
1/27	Overdraft Protection to 7621559124		531.49	
1/27	Excess Activity Fee		15.00	10,176,98
1/31	Interest Payment	0.37		10,177.35
Ending	balance on 1/31			10,177.35
Totals		\$0.37	\$14,423.19	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, focs may have been assessed.

#### Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (FeeyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefag for a link to those documents, and answers to common monthly service fee questions.

Fee period 01/01/2020 - 01/01/2020 Star	ndard monthly service too \$6.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements Average collected balance	\$500.00	\$14,562.00 🗹
Total automatic transfers from an eligible Wells Fargo business checking account	\$25.00	\$0,00 □

<sup>\*</sup> Indicates transaction counts toward the Regulation D and Walls Fargo savings withdrawal and transfer limit. One or more Excess Activity Fees have been assessed because the combined total limit of six (6) per monthly fee period has been exceeded. Except for outgoing wire transfers, there is no limit on the number of withdrawals or transfers made in person at an ATM or Walls Fargo location or on any types of deposits. For more information, please refer to your Account Agreement.

January 31, 2020 - Page 3 of 3



Total amount \$

### General statement policies for Wells Fargo Bank

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Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
Use the following worksheet to calculate your overall account balance.			
<ol> <li>Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement.</li> <li>Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.</li> </ol>			
<ol> <li>Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.</li> </ol>			
ENTER			
A, The ending balance			
shown on your statement			
ADD			-
B. Any deposits listed in your \$			_
register or transfers into \$			
your account which are not \$			
shown on your statement. + \$	-		
TOTAL \$			
CALCULATE THE SUBTOTAL			
(Add Parts A and B)			_
TOTAL \$			
SUBTRACT			-
C. The total outstanding checks and			
withdrawals from the chart above			
CALCULATE THE ENDING BALANCE			
(Part A + Part B - Part C)			
This amount should be the same			

# **Business Market Rate Savings**

February 29, 2020 = Page 1 of 3



ES1 LLC 4700 36TH AVE SW SEATTLE WA 98126-2716

### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted 1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833 En español: 1-877-337-7454

Online: wellsfargo.com/biz

White: Wells Fargo Bank, N.A. (120)

P.O. Box 6995

Portland, OR 97228-8995

### Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, integraphics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

Activity summary	
Beginning balance on 2/1	\$10,177.35
Deposits/Credits	0.16
Withdrawals/Debits	- 8,500.00
Ending balance on 2/29	\$3,677,51
Average ledger balance this period	\$6.832.52

Interest summary	
Interest paid this statement	\$0,16
	210.10 bt

Average collected balance \$6,832.52

Annual percentage yield earned 0.03%
Interest earned this statement period \$0,16
Interest paid this year \$0,53

Total interest paid in 2019 \$2.17

Account number: 3365602378

ES1 LLC

Washington account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 125008547

For Wire Transfers use

Routing Number (RTN): 121000248

February 29, 2020 - Page 2 of 3



### Transaction history

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
217	<ul> <li>Online Transfer to Es1 LLC Business Checking xxxxxxx9124 Ref #lb07Lwtmlz on 02/07/20</li> </ul>		4,000,00	6,177.35
2/28	<ul> <li>Online Transfer to Es1 LLC Business Checking xxxxxxxxx9124 Ref #lb07Q75Ltn on 02/28/20</li> </ul>		2,500.00	EQUIT - II
2/28	Interest Payment	0.16		3,677.51
Ending	balance on 2/29			3,677.51
Totals		\$0.16	\$6,500.00	

The Enting Daily Balance does not reflect any pending withgrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

#### Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefeq for a link to these documents, and answers to common monthly service fee questions.

Fee period 02/01/2020 - 02/29/2020	Standard monthly service fee \$8,00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
Average collected balance	\$500.00	\$6,633.00 🗹
<ul> <li>Total automatic transfers from an eligible Wells Fargo business checking account</li> </ul>	int \$25.00	\$0.00

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period.

Indicates transaction counts toward the Regulation D and Wells Fargo savings withdrawal and transfer limit. Except outgoing wire transfers, there is no limit
on the number of withdrawals or transfers made in person at an ATM or Wells Fargo location or on any types of deposits. For more information, please refer to
your Account Agreement.

February 29, 2020 . Page 3 of 3



### General statement policies for Wells Fargo Bank

■ Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet		Number	Items Outstanding	Amount
1. Use the following worksheet to calculate your overall:	account balance.			
<ol><li>Go through your register and mark each check, withd transaction, payment, deposit or other credit listed on Be sure that your register shows any interest paid into any service charges, automatic payments or ATM transform your account during this statement period.</li></ol>	your statement.			
<ol> <li>Use the chart to the right to list any deposits, transfers outstanding checks, ATM withdrawals, ATM payment withdrawals (including any from previous months) while your register but not shown on your statement.</li> </ol>	s or any other			
ENTER	1			
A. The ending balance		_		
shown on your statement				
ADD				
B. Any deposits listed in your \$				
register or transfers into 3				
your account which are not \$				
shown on your statement. + \$				
TOTAL S			_	
CALCULATE THE SUBTOTAL				-
(Add Paris A and B)	-			
TOTAL S				
SUBTRACT	1			
C. The total outstanding checks and				-
withdrawals from the chart above				
CALCULATE THE ENDING BALANCE				
(Part A + Part B - Part C)				
This amount should be the same				
as the current balance shown in				-
your check register				
			Total amount S	

# **Business Market Rate Savings**

March 31, 2020 = Page 1 of 3



ES1 LLC 4700 36TH AVE SW SEATTLE WA 98126-2716

### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted 1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833 En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write. Wells Fargo Bank, N.A. (120)

P.O. Bax 6995

Portland, OR 97228-5995

### Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

Activity summary	
Beginning balance on 3/1	\$3,677.51
Deposits/Credits	7,000.01
Withdrawals/Debits	3,683.51
Ending balance on 3/31	\$6,994.01
Average ledger balance this period	\$359.83

Interest summary	
Interest paid this statement	\$0.01
Average collected balance	\$359.83
Annual percentage yield earned	0.03%
Interest earned this statement period	\$0.01
Interest paid this year	\$0.54
Total interest paid in 2019	32.17

Account number: 3365602378

ES1 LLC

Washington account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 125008547

For Wire Transfers use

Routing Number (RTN): 121000248

### Transaction history

Dere	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
3/2	<ul> <li>Online Transfer to The A Team Holdings, LLC Business Market Rate Savings xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx</li></ul>		3,200.00	477.51
3/4	Overdraft Protection to 7621559124		477.51	0.00

March 31, 2020 . Page 2 of 3



#### Transaction history (continued) Ending daily Deposits/ Withdrawals/ Credits belence Description Debits 7,000.00 3/31 Online Transfer From Es1 LLC Business Checking xxxxxxxx9124 Ref #lb07Vyb967 on 03/30/20 3/31 0.01 Interest Payment Monthly Service Fee 6.00 5,994.01 Ending balance on 3/31 6,994.01

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

#### Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee penod 03/01/2020 - 03/31/2020	Standard monthly service fee \$6.00	You paid \$8.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
Average collected balance	3500 00	\$360.00
Total automatic transfers from an eligible Wells Fargo business checking account	unt \$25.00	\$0.00
WANTE OF THE PROPERTY OF THE P		

Indicates transaction counts toward the Regulation D and Wells Fargo savings withdrawal and transfer limit. Except outgoing wire transfers, there is no limit on the number of withdrawals or transfers made in person at an ATM or Wells Fargo location or on any types of deposits. For more information, please refer to your Account Agreement.

# Wells Fargo Simple Business Checking

February 29, 2020 ■ Page 1 of 4



ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC 4700 36TH AVE SW SEATTLE WA 98126-2716

### Questions?

Available by phone 24 hours a day, 7 days a week Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

77Y: 1-800-877-4833 En español: 1-877-337-7454

Online: wellsfargo.com/blz

Write: Wells Fargo Bank, N.A. (120)

P.O. Box 6995

Portland, OR 97228-6995

### Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infegraphics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

### Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or cell the number above if you have questions or if you would like to add new services.

Business Online Banking Online Statements Business Bill Pay Business Spending Report Overdraft Protection

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Activity summary	
Beginning balance on 2/1	\$1,488.30
Deposits/Credits	1,427.67
Withdrawals/Debits	- 2,566.74
Ending belance on 2/29	\$349.31
Average ledger balance this period	\$839.81

Account number: 6621617262 ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC

Washington account ferms and conditions apply

For Direct Deposit use

Routing Number (RTN): 125008547

For Wire Transfers use

Routing Number (RTN): 121000248

### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fergo store.

February 29, 2020 - Page 2 of 4



## Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/3	3.000	Purchase authorized on 01/31 Skagit Valley Food Mount Vernon VWA 3480031628150187 Card 1422		7.88	-
2/3		ATM Withdrawal authorized on 02/01 West Seattle Seattle WA		300,00	
2/3		0003755 ATM ID 1740A Card 1422 Purchase authorized on 02/02 Practice Fusion 415-345-7700 CA		109.00	
2/3	<	S580033368283708 Card 1422 Business to Business ACH Debit - Merchant Bankcd Fee 200202 209210953888 Shibley Medical		15.01	
2/3	4	Business to Business ACH Debit - Merchant Bankod Discount 200202 209210953888 Shibley Medical		57.95	
2/3	<	Business to Business ACH Debit - Merchant Bankod Interching 200202 209210953888 Shipley Medical		114 39	884 1
2/7		Purchase Return authorized on 02/05 The Home Depot #47 Tukwia WA \$610036545592812 Card 1422	24 66		908.81
2/18		Purchase Return authorized on 02/14 The Home Depot #47 Bothell WA S610047544315472 Card 1422	18.47		
2/18		Purchase Return authorized on 02/14 The Home Depot #47 Kent WA S610047544315474 Card 1422	78.00		
2/18		Purchase Return authorized on 02/14 The Home Depot #47 Kent WA \$81004/544315473 Card 1422	111.38		
2/18		Purchase Return authorized on 02/15 The Home Depot #47 Kent WA S510048552957291 Card 1422	59,56		
2/18		Purchase Return authorized on 02/15 The Home Depot #47 Tukwile VWA \$610048552957290 Cerd 1422	135.60		
2/18		Purchase authorized on 02/14 The Home Depot #85 Burlington WA S480045716482105 Card 1422		133.81	
2/18		Purchase authorized on 02/14 The Home Depot #47 Bothell WA \$380045811588239 Card 1422		129.28	
2/18		Purchase authorized on 02/14 The Home Depot #47 Kent WA S460046197871965 Card 1422		176.26	
2/18		Purchase authorized on 02/14 The Home Depot #47 Kent VIA \$580048216784522 Card 1422		41.55	
2/18		Purchase authorized on 02/15 The Home Depot #47 Seattle WA 5280046794750327 Cerd 1422		163 39	
2/18		Purchase authorized on 02/15 The Home Depot #47 Tukwila WA \$460047055765662 Card 1422		122.16	
2/18		Purchase authorized on 02/15 Best Mests Kent WA \$460047072460018 Card 1422		71.22	
2/18		Purchase authorized on 02/16 The Home Depot #47 Kent WA \$460047088296367 Card 1422		32.25	
2/18		Purchase authorized on 02/16 McDonald's F13369 Seattle WA S460046016731147 Card 1422		6.47	435 43
2/21		Online Transfer From The A Team Holdings, LLC Business Market Rate Savings xxxxxxxxx358 Ref #bb7/P3V8B4 on 02/21/20	1,000.00		
2/21		Purchase authorized on 02/20 McDonald's F13369 Scattle VVA S580052045613205 Card 1422		29.21	1,406.22
2/24		Purchase authorized on 02/21 Sq *Conaway Proper Granile Falls WA S580052765685211 Card 1422		1,000,00	406,22
2/27		Purchase authorized on 02/26 Chevron 0375344 Seattle WA \$380058099450977 Card 1422		4.16	402.06

February 29, 2020 ■ Page 3 of 4



#### Transaction history (continued) Ending daily Withdrawala/ Check Deposits/ Number Description Debits balance. Credits Date 5.50 2/28 Purchase authorized on 02/25 South Park Food Ca Sasttle WA \$300058078072448 Card 1422 2/28 47.25 349.31 Purchase authorized on 02/26 The Home Depot #89 Seattle WA \$380058151979171 Card 1422 Ending balance on 2/29 349.31 \$2,566.74

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

#### Monthly service fee summary

For a complete list of fees and detailed account information, see the Walls Fargo Account Foe and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for propaid cards) or talk to a banker. Go to wellsfargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 02/01/2020 - 02/29/2020	Standard monthly service fee \$10.00	You paid \$0 00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements  - Average ledger balance	\$500.00	\$840.00 ☑

The Monthly service fee summary fee period ending date shown above includes a Saturday, Sunday, or holiday which are non-business days. Transactions occurring after the last business day of the month will be included in your next fee period cycl.

### Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (5)	Total service charge (\$)
Cash Deposited (\$)	0	3,000	0	0.0030	0.00
Transactions	3	50	0	0.50	0.00
the second second					44.44

Total service charges \$0.00

Business to Business ACH:If this is a business account, this transaction has a rotum time trame of one business day from post date. This time frame does not apply to consumer accounts.

February 29, 2020 = Page 4 of 4



### General statement policies for Wells Fargo Bank

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You must describe the specific information that is inappurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Total amount \$

Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
1. Use the following worksheet to calculate your overall account balance			
<ol> <li>Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement.</li> <li>Be sure that your register shows any interest paid into your account a any service charges, automatic payments or ATM transactions withdra from your account during this statement period.</li> </ol>			
<ol> <li>Use the chart to the right to list any deposits, transfers to your account outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.</li> </ol>	L.		
ENTER			
A. The ending balance			
shown on your statement S			_
ADD			
B. Any deposits listed in your S			
register or transfers into \$			
your account which are not S			
shown on your statement + \$			
TOTAL \$			
The state of the s			
CALCULATE THE SUBTOTAL			
(Add Parts A and B)	1		_
TOTAL \$			_
SUBTRACT			_
C. The total outstanding checks and			_
withdrawals from the chart above			
CALCULATE THE ENDING BALANCE			
(Part A + Part B - Part C)			
This amount should be the same			
as the current balance shown in			

your check register ......

# Weils Fargo Simple Business Checking

March 31, 2020 = Page 1 of 3



ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC 4700 36TH AVE SW SEATTLE WA 98126-2716

### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted 1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833 En español: 1-877-337-7454

Online: wellstargo.com/biz

Write: Wells Fargo Bank, N.A. (120)

P.O. Box 6995

Portland, OR 97228 6995

### Your Business and Wells Fargo

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### Account options

A chack mark in the box indicates you have these convenient services with your account(s). Go to wellstargo com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking
Online Statements
Business Bill Pay
Business Spending Report
Overdraft Protection

Activity summary	
Beginning balance on 3/1	\$349.31
Deposits/Credits	1,427.72
Withdrawels/Debits	- 1,475.01
Ending balance on 3/31	\$302.02
Average ladger balance this period	\$463.91

Account number: 6621617262 ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC

Washington account terms and conditions apply

For Direct Deposit uso

Routing Number (RTN): 125008547

For Wire Transfers use

Routing Number (RTN). 121000248

### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

March 31, 2020 . Page 2 of 3



### Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
3/2	Traine.	Online Transfer to Eric R Shibley MD Plic Business Market Rate Sevings xxxxxxx747 Ref #lb07Qft4Gz on 02/29/20		150,00	199.31
3/3	4	Business to Business ACH Debit - Merchant Bankod Fee 200302 209210953888 Shibley Medical		12.78	
3/3	<	Business to Business ACH Debit - Merchant Bankod Discount 200302 209210953888 Shibley Medical		40,18	
3/3	<	Business to Business ACH Debit - Merchant Bankod Interching 200302 209210963888 Shibley Medical		62.05	84.30
3/4		Card Provisional Credit 20304200163	1,000.00		
3/4		Edeposit IN Branch/Store 03/04/20 02:21:44 Pm 4314 Sw Alaska St Seattle WA 7262	400.00		1,484.30
3/8		Online Transfer to The A Team Holdings, LLC Business Market Rate Savings xxxxxx3536 Ref #Ib07Rjh9Sn on 03/06/20		1,200.00	284.30
3/18		Wells Fargo Cashback Rewards	27.72		312.02
3/31		Monthly Service Fee		10,00	302.02
Ending bal	lance on 3/31				302.02
Totals			\$1,427.72	\$1,475.01	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, focs may have been assessed.

### Items returned unpaid

Defe	Description	Amount
3/25	Merchant Bankod Chargoback 200323 209210953888 Shibley Medical Reterance ≠ 091000010168215	500.00

### Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feefag for a link to these documents, and answers to common monthly service fee questions.

Fee period 03/01/2020 - 03/31/2020	Standard monthly service fee \$10.00	You paid \$10.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements  - Average ledger balance	\$500.00	\$464 00 📋
cuci		

### Account transaction fees summary

Service charge description	Units used	Units included	Excess	Service charge per excess units (\$)	Total service charge (\$)
Cash Daposited (\$)	0	3,000	0	0.0030	0.00
Transactions	5	50	0	0.50	0.00
Total service charges					\$0.00

Business to Business ACH: If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.

March 31, 2020 a Page 3 of 3



### General statement policies for Wells Fargo Bank

Motice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at. Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058. You must describe the speaks information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Total amount \$

ccount Balance Calculation Worksheet	Number	items Outstanding	Amount
Use the following worksheet to calculate your overall account balance.			
Co through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, sutomatic payments or ATM transactions withdrawn from your account during this statement period.			
Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.			
ITER			
The ending balance	100		
shown on your statement			-
00			
Any deposits listed in your \$			
register or transfers into \$			
your account which are not \$			
shown on your statement. + \$			
ALCULATE THE SUBTOTAL			
(Add Parts A and B)			
TOTAL \$			
JBTRACT			
The total outstanding checks and			
withdrawals from the chart above	-		
ALCULATE THE ENDING BALANCE			-
(Part A + Part B - Part C)			
This amount should be the same			
as the current balance shown in			
your check register			-

## Wells Fargo Simple Business Checking

April 30, 2020 Page 1 of 3



ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC 4700 38TH AVE SW SEATTLE WA 98126-2716

### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted 1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833 En español: 1-877-337-7454

Online: wellstargo.com/biz

Write: Wells Fargo Bank, N.A. (120)

P.O. Box 6995

Portland, OR 97228-6995

## Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

### Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellstargo com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking Online Statements Business Bill Pay **Business Spending Report** Overdraft Protection



#### Activity summary

Beginning balance on 4/1	\$302.02
Deposits/Credits	13,900.00
Withdrawals/Debits	- 13,492.21
Ending balance on 4/30	\$709.81
Average ledger balance this period	\$822.41

Account number: 6621617262

ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC

Washington sociount terms and conditions apply

For Direct Deposit use:

Routing Number (RTN): 125008547

For Wire Transfers use

Routing Number (RTN): 121000248

#### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Walls Fargo store.

April 30, 2020 Page 2 of 3



### Transaction history

	Gheck		Deposits/ Credits	Withdrawals/ Debits	Ending daily belance
Date	Number		900.00		1,202.02
4/6		ATM Check Deposit on 04/05 West Seattle Seattle WA 0002121	900 00		11-14-10-
		ATM ID 1740A Card 9205		38 32	1,163.70
4/7		Purchase authorized on 04/05 Saleway #2932 Soattle VVA		30.34	1,100.70
		S460097098179087 Card 9205		100 00	463,70
4/8		Online Transfer to Eric R Shibley MD PIIc Business Market Rate		700,00	403.10
		Savings xxxxxx7247 Ref #lb07Xdzybj on 04/08/20			
4/9		Purchase authorized on 04/07 Staples 0011 Seattle WA		24.21	
		8380098818218446 Card 9205			
4/9		Purchase authorized on 04/07 Safaway #2932 Seattle WA		59.14	380.35
		S580098831355735 Card 9205			
4/21		Shed Treas 310 Misc Pay 042120 Edg:3600262629	4,000.00		
350		Nte*Pmt*Eidg:3600262629\			
4/21		Online Transfer to Eric R Shibley MD Pile Business Market Rate		4,000.00	380.35
		Savings xxxxxx7247 Ref #lb07Ztphvd on 04/21/20			
4/22		Purchase authorized on 04/21 Les Schwab Tires ≠ Seattle WA		270.54	109.81
1122		5380113026502236 Card 9205			
4/23		Online Transfer From Eric R Shibley MD Ptic Business Market Rate	3,000.00		3,109.81
4123		Savings xxxxxx7247 Ref #lb07Zpmlat on 04/23/20			
1.55		Online Transfer From Es1 LLC Business Market Rate Savings	6,000.00		
4/27		xxxxxx2378 Ref #lb08279Clx on 04/27/20	7677107		
775		20000002370 PMI HICUSZ FSGK OII 04127720		8,400.00	709.81
4/27		Singh Accounting Acct Fee Yearly Fee Shibley Medical		4,309,44	709.81
Ending bala	ence on 4/30				102.01
Totals			\$13,900.00	\$13,492.21	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

### Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/feeteq for a link to these documents, and answers to common monthly service fee questions.

Fee period 04/01/2020 - 04/30/2020	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements  - Average ledger belance	\$500.00	\$822.00 🗹
cici		
account transaction fees summary		

Service charge description	Units used	Units	Excess	Service charge per excess units (3)	Total service charge (\$)
Cash Deposited (\$)	0	3,000	0	0,0030	0.00
Transactions	3	.50	0	0.50	0.00
Total service charges					\$0.00

April 30, 2020 # Page 3 of 3



## General statement policies for Wells Fargo Bank

■ Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
Use the following worksheet to calculate your overall account balance:			
<ol> <li>Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement.</li> <li>Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.</li> </ol>			
<ol> <li>Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.</li> </ol>			
ENTER			
A. The ending balance			
shown on your statement			-
ADD			
B. Any deposits listed in your \$	-		
register or transfers into \$			
your account which are not.			
shown on your statement. + \$			
TOTAL\$			
CALCULATE THE SUBTOTAL			
(Add Parts A and B)			
TOTAL \$			
SUBTRACT			
C. The total outstanding checks and			
withdrawals from the chart above	-		
CALCULATE THE ENDING BALANCE			
(Part A + Part B - Part C)	-		
This amount should be the same			
as the current balance shown in			
your check register			
		Total amo	ount S

# Wells Fargo Simple Business Checking

May 31, 2020 p Page 1 of 5



ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC 4700 36TH AVE SW SEATTLE WA 98126-2716

### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted 1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833 En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)

P.O. Box 6995

Portland, OR 97228-6995

## Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, intographics, interactive tools, and other resources on the lopics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

### Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or it you would like to add new services.

Business Online Banking Online Statements Business Bill Pay Business Spending Report Overdraft Protection

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Statement period activity summary	
Beginning balance on 5/1	\$709.81
Deposits/Credits	1,830.06
Withdrawals/Debits	- 2,209.46
Ending balance on 5/31	\$130.41
Average ledger balance this period	\$473,81

Account number: 6621617262 ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC

Washington account terms and conditions apply

For Direct Doposit use

Routing Number (RTN): 125008547

For Wire Transfers use

Routing Number (RTN): 121000248

### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo branch

May 31, 2020 = Page 2 of 5



## Transaction history

	Check	D. C. Caller	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
Date	Number	Description	Grideria	80.29	629.52
in.		Purchase authorized on 04/29 Stables 0011 Burlen WA		7000	49.74
	_	5300120852307838 Card 9205 ATM Check Deposit on 05/04 Georgetown Business Conte Seattle	149.40		
14		WA 0002141 ATM ID 2593A Card 9205			
14	_	Purchase authorized on 05/02 Panda Express #102 Burien WA		26 40	
3/4		\$580124092808296 Card 9205			
5/4	_	Purchase authorized on 05/02 Panda Express #102 Burian WA		10.73	
Died.		5380124097050211 Card 9205			
5/4		Purchase authorized on 05/03 McDonald's F13369 Scattle WA		15.92	725.87
304		SAND124772263225 Card 9205			
5/5		Purchase authorized on 05/03 Shell Oil 57444981 Seattle WA		33.21	
oio .		S450124744460812 Card 9205		-	
5/5		Purchase authorized on 05/04 Wholefds Mbd #1063 Seattle WA		80.84	611.82
		\$980125793511588 Card 9205			_
5/8		ATM Cash Deposit on 05/08 West Scattle Seattle WA 0005344	440.00		
		ATM ID 1740A Card 9205	110.00		
5/6		ATM Cash Deposit on 05/06 West Seattle Seattle WA 0005345	140.00		
		AYM ID 1740A Card 9205		49.40	_
5/6		Purchase authorized on 05/04 Shall Oil 57444028 Seattle WA		42.42	
		\$380125752902698 Card 9205		800.00	549.40
5/6		Online Transfer to The A Team Holdings, LLC Business Checking		900.00	2014 40
		xxxxxx9116 Ref#lb083Tzgyv on 05/08/20		128 17	
5/7		Purchase authorized on 05/05 The Home Depot #89 Seattle WA		150 11	
2		\$300126817231895 Card 9205		20.31	
5/7		Purchase authorized on 05/05 McDonald's F472 Seattle WA		20,00	
		S580127115002163 Card 9205		12.38	388.54
5/7		Purchase authorized on 05/08 Panda Express #102 Burion WA			434.6
		S580128154142425 Card 9205		35.00	
5/6		Overdraft Fice for a Transaction Posted on 05/07 8128.17		277.00	
-		Purchase Authori Zed on 05/05 The Home Dopot #89 Seattle	_	35.00	
5/8		Overdraft Fee for a Transaction Posted on 05/07 \$20.31 Purchase		-30101	
		Authori Zed on 05/05 McDonald's F472 Seattle Overdraft Fee for a Transaction Posted on 05/07 \$12.38 Purchase		35.00	
5/8		Overdraft Fee for a Transaction Poster on 05/07 \$12.50 Purchase			
1		Authori Zed on 05/06 Panda Express #102 Burien Online Transfer From Eric R Shibley MD Pilc Business Market Rate	400.00		
5/8		Online Transfer From Eric R, Shipley MD File Dustress market Note			
terre .		Savings xxxxxx7247 Ref #lb0846Rg3Z on 05/08/20 Purchase sufficized on 05/08 WA Secretary of St. WA Gov WA		100.00	583.54
5/8		\$380127/54643532 Card 9205		30.40	
W111	_	05/11Bankgard Deposit -0225132118	500.00	Total Control	
5/11	_	Purchase authorized on 05/07 Safeway #2932 Seattle WA		393.08	
5/11		\$380129180958264 Card 9205			
E3114		Purchase authorized on 05/05 Safeway #2932 Scattle WA		46.60	
5/11		9590130030389013 Card 9205			
5/11	_	Purchase suthorized on 05/10 Jiffy Lube 20/9 Burien WA.		59.38	
3011		S300131846934315 Card 9205			
5/11	_	Purchase authorized on 05/10 Panda Express #102 Burion WA		11.00	
20.11		S460132054212629 Card 9205			
5/11		Clover App Mrkt Clover App 200511 899-9348095-000 Fnc R		5,44	588 D
SF1.1		Shibley MD Pilic			444.7
5/12		Bankcard Fee - 0225132118		10.00	558.0
5/19		Purchase authorized on 05/17 Safeway #2932 Scattle WA		55.64	502.4
2010		5380139579779702 Card 9205			
5/22		Eric Shibley Accton/rm 200521 Eric Shibley	0,11		
5/22		Enc Shibley Acctonfrm 200521 Enc Shibley	0,55		944.0
5/22	_	Frie Shibley Acctoonfrm 200521 Eric Shibley		0.66	502.4
5/26		Purchase authorized on 05/22 Dropbox Nhtwpxq91H		131,99	
5120		Db.TT/Cchelp DE 8380143/64443810 Card 9205			

May 31, 2020 . Page 3 of 5



#### Transaction history (continued) Ending dally Withdrawals/ Deposits/ Dobits balance Credits Number Description Date ATM Withdrawal authorized on 05/25 West Seattle Seattle WA 40.00 5/28 0007204 ATM ID 1740A Card 9205 200.00 130.41

ATM Withdrawel authorized on 05/25 West Seattle Scattle WA 5/26 0007205 ATM ID 1740A Card 9205 130.41 Ending balance on 5/31

\$1,630.06

\$2,209.46

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transections posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

### Monthly service fee summary

Totals

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPsy Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo com/feefag for a link to these documents, and answers to common monthly service fee questions.

Fee pariod 05/01/2020 - 05/31/2020	Standard monthly service fee \$10.00	You paid \$0.00
The bank has waived the fee for this foc period.		
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements  Average ledger balance	\$500.00	\$474.00
The Monthly service for summary fee period onding date shown ab	ove includes a Saturday, Sunday, or holiday which are non-t be included in your next for period.	ousiness days.

CUCI

### Account transaction fees summary

Service charge description	Units used	Units	Excess units	Service charge por excess units (5)	Total service charge (\$)
Cash Deposited (\$)	500	3,000	0	0.0030	0.00
Proposition and the second	5	50	0	0.50	0.00
Transactions					\$0.00

Total service charges



## IMPORTANT ACCOUNT INFORMATION

Effective June 20, 2020, we are updating the Funds Availability Policy In our Deposit Account Agreement as follows:

in the "Longer delays may apply" section, when a longer delay applies, we are making the following changes:

- The amount of your deposit that may be evaluable on the first business day after the day of your deposit is increasing from \$200 to
- We are changing the check deposit amount exception that may lead to a delay of generally no more than seven business days from "You deposit checks totaling more than \$5,000 on any one day" to "You deposit checks totaling more than \$5,525 on any one day."

In the "Special rules for now accounts" section, setting forth special rules that apply during the first 30 days your account is open, we are updating the amounts in the two bullets in the second paragraph from \$5,000 to \$5,525 and from \$200 to \$225 as follows:

### Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 259 of 282

May 31, 2020 = Page 4 of 5



- The first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks and
   U.S. Postal Service money orders made payable to you will be available on the first business day after the day of your deposit.
- The excess over \$5,525 and funds from all other check deposits will be available on the seventh business day after the day of your deposit. The first \$225 of a day's total deposit of funds from all other check deposits, however, may be available on the first business day after the day of your deposit.

To provide you with additional flexibility to access accounts, we have increased the daily ATM withdrawal limit on your Wells Fargo Debit, ATM, or EasyPay Card(s) to \$710. Any card that already has a daily ATM withdrawal limit of \$710 or more remains the same. To view your card limits any time, sign on at wellsfargo.com/cardcontrol and click on Open Card Details.

Number

May 31, 2020 = Page 5 of 5



Amount

### General statement policies for Wells Fargo Bank

 Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sale proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Items Outstanding

Account Balance Calculation	n Worksheet	Number	Items Outstanding	Amount
1. Use the following worksheet to cal	iculate your overall account balance.			
Be sure that your register shows a	ther credit listed on your statement. any interest paid into your account and syments or ATM transactions withdrawn			
3 Use the chart to the right to list an outstanding checks, ATM withdraw withdrawals (including any from pr your register but not shown on you	wals, ATM payments or any other revious months) which are listed in			
ENTER				
A. The ending balance				
shown on your statement				
ADD				
B. Any deposits listed in your	\$	-		
register or transfers into	\$			
your account which are not	\$			
shown on your statement.	4.5			
	TOTAL \$	-		
CALCULATE THE SUBTOTAL				
(Add Parts A and B)				
	TOTAL \$			
SUBTRACT				
C. The total outstanding checks and		-		
withdrawals from the chart above				
CALCULATE THE ENDING BALAN	CE			_
(Part A + Part B - Part C)				
This amount should be the same				
as the current balance shown in			_	
your check register	\$.			
- Variety of a state of the sta				
		-	Total amo	unt \$

## Wells Fargo Simple Business Checking

November 30, 2019 ■ Page 1 of 4



ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC 4700 36TH AVE SW SEATTLE WA 98126-2716

### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted

1-800-CALL-WELL\$ (1-800-225-5935)

TTY: 1-800-877-4833 En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120) P.O. Box 6995

Portland, OR 97228-6995

### Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

### Account options

A check mark in the box indicates you have these convonient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking Online Statements Business Bill Pay Business Spending Report Overdraft Protection

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-

Activ	ity summary	
	Beginning balance on 11/27	\$0.00
	Deposits/Credits	25.00
	Withdrawals/Debits	- 0,00
	Ending belance on 11/30	\$25.00
	Average ledger balance this period	\$25.00

Account number: 6621617262 ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC

Washington account terms and conditions apply

For Direct Deposit uso

Routing Number (RTN): 125008547

For Wire Transfers use

Routing Number (RTN): 121000245

#### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

November 30, 2019 - Page 2 of 4



### Transaction history

Date 11/27		Description Etranafer IN Branch/Store - From Checking 4314 Sw Alaska St. Seattle WA 9124	Deposits/ Gredits 25.00	Withdrawals/ Debits	Ending daily balance 25.00
Ending ha	lance on 11/30				25.00
Totals	and or an annual		\$25.00	\$0.00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been essessed,

### Monthly service fee summary

For a complete list of tess and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/fectag for a link to these documents, and answers to common monthly service fee questions.

Fee period 11/27/2019 + 11/30/2019	Standard monthly service lee \$10.00	You paid \$0.00
We waived that fee this fee period to allow you to meet the requirements to need to meet the requirement(s) to avoid the monthly service fee.	swold the monthly service foe. Your fee waiver is abo	out to expire You will
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements  Average ledger balance	\$500.00	\$25.00
The Monthly service fee summary fee period ending date shown above in Transportions occurring after the last business day of the month will be ind	cludes a Saturday, Sunday, or holiday which are non-b auded in your next too period.	pusiness days.

### Account transaction fees summary

Service charge description	Linits used	Units	Excess units	Service charge per excess units (\$)	Total service charge (5)
	0	3,000	0	0.0030	0.00
Cash Deposited (\$)	0	50	0	0.50	0.00
Transactions					\$0.00

Total service charges



## IMPORTANT ACCOUNT INFORMATION

We are updating the Wells Fargo Deposit Account Agreement as follows:

Effective December 31, 2019, in the section of the Agreement titled, "Rights and Responsibilities", the response to "is your wireless operator authorized to provide information to assist in varifying your identity?" is deleted and replaced with the following:

Yes, and as part of your account relationship, we may rely on this information to assist in verifying your identity. You understand and agree that Wells Fargo may collect, use and retain personal or other information about you or your device pursuant to Wells Fargo's policies or as required by applicable law.

November 30, 2019 = Page 3 of 4



You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, to Wells Pargo and service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. Review our Privacy Policy for how we treat your data. You represent that you are the owner of the mobile phone number or have the delegated legal authority to act on behalf of the mobile subscriber to provide this consent.

November 30, 2019 - Page 4 of 4



### General statement policies for Wells Fargo Bank

Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058. You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity that, you will need to provide us with an identity that report.

Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
Use the following worksheet to calculate your overall account balance			
<ol> <li>Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement.</li> <li>Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdraws from your account during this statement period.</li> </ol>			
<ol> <li>Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.</li> </ol>			
ENTER			
A, The ending balance			-
shown on your statement			
ADD			
B. Any deposits listed in your \$			
register or transfers into \$			
your account which are not 3			-
shown on your statement. + \$			
TOTAL \$			
CALCULATE THE SUBTOTAL			-
(Add Parts A and B)			-
TOTAL \$	_		
SUBTRACT			
C. The total outstanding checks and	-		-
withdrawals from the chart above			-
CALCULATE THE ENDING BALANCE			
(Part A + Part B - Part C)			
This amount should be the same	- 7		
as the current balance shown in			-
your check register			-
			-
		Total amount 5	

## Wells Fargo Simple Business Checking

December 31, 2019 # Page 1 of 4



ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC 4700 36TH AVE SW SEATTLE WA 98126-2716

### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted 1-800-CALL-WELLS (1-800 220-5935)

TTY: 1-800-877-4833 En espeñol: 1-877-337-7454

Online: wellstargo.com/biz

Write: Wells Fargo Bank, N.A. (120)

P.O. Box 6995

Portland, OR 97228-6995

## Your Business and Wells Fargo

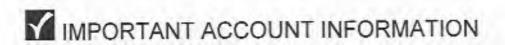
Visit wellstergoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

### Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellstargo com/biz or call the number above if you have questions or if you would like to add new services:

Business Online Banking Online Statements Business Bill Pay Business Spending Report. Overdraft Protection





We may change the statement period and monthly fee period assigned to your account without advance notification. If your account cams interest, these changes will not affect interest calculations, but they may affect the date we post interest to your account.

For all accounts except business analyzed checking, if the first new fee period created by our change is fewer than 25 days, the bank will automatically waive the monthly service fee for that period.

Activity summary	
Beginning balance on 12/1	\$25,00
Deposits/Credits	7,132.48
Withdrawals/Debits	- 3,140,31
Ending balance on 12/31	\$4,017.17
Average ledger balance this period	\$2,031.28

Account number: 6621617262 ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC

Washington account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 125008547

For Wire Transfers use

Routing Number (RTN): 121000248

December 31, 2019 - Page 2 of 4



### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

### Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily halance
12/2	1100000	Edeposit IN Branch/Store 12/02/19 03:34:55 Pm 4314 Sw Alaska	2,369.34		2,394.34
12/9		St Soattle WA 1422 Purchase authorized on 12/07 Starbucks Store 26 Covington WA S569341821180705 Card 1422		5,16	2,389.16
12/10		Harland Clarke Check/Acc. 120919 00017407575482 Eric R Shibley MD Plic		37.24	2,351.94
12/11		Purchase authorized on 12/10 Waste Mgmt WM Exps 806-834-2080 TX \$389344773596623 Card 1422		452.24	
12/11		Purchase authorized on 12/10 Chavron 0206670 Kent WA \$309344823896235 Card 1422		22.15	
12/11		Purchase authorized on 12/10 Panda Express #102 Burien WA \$309346070517375 Card 1422		15.57	
12/11	5026	Check		316.25	1,545.73
12/12		Purchase authorized on 12/10 Reliable Whenchers Kent WA \$389344819634412 Card 1422		578.20	
12/12		Purchase authorized on 12/10 Safeway #1082 Seattle WA S309345232993644 Card 1422		30.33	
12/12		Purchase authorized on 12/11 Pands Express #102 Burien WA \$389346068916241 Card 1422		21.29	
12/12		Purchase authorized on 12/11 Panda Express #102 Burien WA \$469346071104022 Card 1422		4.29	911.82
12/13		Purchase authorized on 12/11 Shell Oil 57444961 Scattlic WA \$489345857944995 Card 1422		30.01	
12/13		Purchase authorized on 12/11 The Home Depot #69 Seattle WA \$589346043523299 Card 1422		71.83	
12/13		Purchase authorized on 12/11 The Home Depot #47 Seattle WA \$309346174387545 Card 1422		45.36	754.42
12/16		Merchant Bankod Deposit 191215 209210953888 Shibley Medical	750.00		
12/16	<	Business to Business ACH Debit - Merchant Banked Find Adj 191215 209210953886 Shibley Medical		583.39	931.03
12/17	5032	Check		47.00	884.03
12/18		Merchant Bankod Deposit 191217 209210953665 Shibley Medical	400 00		
12/18		Wells Fargo Cashback Rewards	4.00		1,288.03
12/20		ATM Check Deposit on 12/20 West Seattle Scattle WA 0007277 ATM ID 1740A Gard 1422	260.00		1,548.03
12/23		Merchant Bankod Deposit 191220 209210953888 Shibley Medical	250.00		1,798.02
12/24		Merchant Bankod Deposit 191223 209210953888 Shibley Medical	900.00		
12/24		ATM Check Deposit on 12/24 West Seattle Seattle V/A 0008074 ATM ID 1740A Card 1422	598,00		
12/24	<	Business to Business ACH Debil - Merchant Bankod Chargeback 191223 209210953888 Shibley Medical		100.00	3,095.03
12/30		Merchant Bankod Deposit 191227 209210953888 Shibley Medical	800.00		
12/30		Merchant Bankod Daposit 191228 209210953868 Shibley Medical	350.00		

December 31, 2019 - Page 3 of 4



### Transaction history (continued)

Totals			\$7,132,48	\$3,140.31	
Ending balan	ce on 12/31				4,017.17
12/31		Edeposit IN Branch/Store 12/31/19 12:18:27 Pm 4314 Sw Alaska St Seattle WA 1422	761.14		
12/30		Check		780.00	4,017.17
Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance 3 266 03

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient evallable funds when a transaction posted, face may have been assessed.

### Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
5001	12/30	780.00	5028 *	12/11	316.25	5032 *	12/17	47 00

<sup>\*</sup> Gap in check sequence.

#### Monthly service fee summary

For a complete list of fees and detailed account information, see the Walls Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Torms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo.com/fee/aq for a link to these documents, and answers to common monthly service fee questions.

Fee period 12/01/2019 - 12/31/2019	Standard monthly service for \$10.00	You paid \$0.00
We waived the fee this fac period to allow you to meet the re- For the next tee period, you need to meet the requirement(s)	quirements to avoid the monthly service fee. This is the final period to avoid the monthly service fee.	with the fee walved.
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements  Average ledger balance	\$800.00	\$2,031.00 ☑
gric1		

### Account transaction fees summary

Service charge description	Units used	Units	Excess units	Service charge por excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	0	3,000	0	0.0000	0.00
Transactions	23	50	0	0.50	0.00
Total service charges					\$0.00

Business to Business ACH: If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.

December 31, 2019 Page 4 of 4



Total amount \$

### General statement policies for Wells Fargo Bank

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You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Account Balance Calculation Worksheet	Number	Items Outstanding	Amount
Use the following worksheet to calculate your overall appount balance:			
Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.			
<ol> <li>Use the chart to the right to list any doposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.</li> </ol>			
ENTER			
A. The ending balance			
shown on your statement	-		
ADD			
B. Any deposits listed in your 5	-		
register or transfers into \$			
your account which are not \$			
shown an your statement + \$			
10TAL \$			
CALCULATE THE SUBTOTAL			
(Add Parts A and B)		_	
TOTAL S			
SUBTRACT			
C. The total outstanding checks and			
withdrawals from the chart above			_
CALCULATE THE ENDING BALANCE (Part A + Part B - Part C)			
This amount should be the same			
as the current balance shown in			
your check register \$ .	-		

## Wells Fargo Simple Business Checking

January 31, 2020 Page 1 of 5



ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC 4700 36TH AVE SW SEATTLE WA 98126-2716

### Questions?

Available by phone 24 hours a day, 7 days a week: Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833 En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (120)

P.O. Box 6995

Portland, OR 97228-6995

## Your Business and Wells Fargo

Visit wellsfargoworks.com to explore videos, articles, infographics, interactive tools, and other resources on the topics of business growth, credit, cash flow management, business planning, technology, marketing, and more.

### Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfergo com/bic or call the number above if you have questions or if you would like to add new services.

Business Online Banking Online Statements Business Bill Pay Business Spending Report Overdraft Protection



### Activity summary

Beginning balance on 1/1	\$4,017.17		
Deposits/Credits	6,333.11		
Withdrawals/Debits	+ 8,881.90		
Ending balance on 1/31	\$1,488.38		
Average ledger balance this period	\$2,932.48		

Account number: 6621617262 ERIC R SHIBLEY MD PLLC DBA SHIBLEY MEDICAL CLINIC

Washington account terms and conditions apply

For Direct Deposit use

Routing Number (RTN): 125008547

For Wire Transfers use

Routing Number (RTN): 121000246

#### Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

January 31, 2020 a Page 2 of 5



## Transaction history

	Check	white the same of	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
lade	Number	Description	1,565.00	2000	710-012
2		Merchant Bankod Deposit 200101 209210953888 Shibley Medical	1,200.00		
/2		Purchase authorized on 12/31 The Home Depot #47 Bollevue WA.		120.93	
4		S589365825725929 Card 1422			
/2	5028	Check		250.00	5,211.24
/3		Purchase Return authorized on 01/01 The Home Depot #47	4.03		
		Seattle WA 9610003544893416 Card 1422		159 42	
1/3		Purchase authorized on 01/01 The Home Depot #47 Seattle V/A		133 42	
		S300001657497630 Card 1422		896.69	
1/3		Purchase authorized on 01/01 The Home Depot 894 Seattle WA		45.000	
-		\$300001650097498 Card 1422 Purchase authorized on 01/01 The Home Depot 470 Tukwila WA		242.30	
1/3		S460001784436710 Gard 1422			
1/3		Purchase authorized on 01/01 The Home Dopot 470 Seattle WA		223,51	
1/3		\$380001837656010 Card 1422			
1/3		Purchase authorized on 01/01 The Home Depot #89 Scattle WA		1.22	
		\$580002008491204 Card 1422			
1/3		Purchase authorized on 01/01 The Home Dapot #47 Bellevue WA		129 50	
7		\$380002089229527 Card 1422		55.71	
1/3	<	Business to Business ACH Dabit - Merchant Bankod Interching		30.71	
		200102 209210953888 Shibley Medical		94.70	
1/3	5	Business to Business ACH Debit - Merchant Bankod Discount		24.10	
		200102 209210963886 Shibley Medical Business to Business ACH Debit - Morchant Bankod Fee 200102		142.13	3,270.00
1/3	×				
-		209210953888 Shibley Medical Merchant Bankod Deposit 200104 209210953888 Shibley	400.00		
1/6		Medical			
4.10		Purchase suthorized on 01/03 Practice Fusion 415-346-7700 CA		109.00	
1/6		\$580003665504863 Card 1422			
1/8		Purchase authorized on 01/04 Tram'S Salon Scattle WA		22.00	
11.4		\$300004820485023 Card 1422		53.93	
1/6		Purchase authorized on 01/04 The Home Depot 894 Seattle WA.		80.13	
		\$380005040787558 Card 1422		20.25	
1/6		Purchase authorized on 01/04 Arcol/07155Arco #07 Seattle WA		20.20	
		S380005098926918 Card 1422		8.10	3,430.6
1/6		Purchase authorized on 01/08 USPS PO 54764600 4412 Gal		0.10	
		Seattle WA P00380008723288954 Card 1422	250.00		
1/7		Merchant Bankod Deposit 200105 209210953888 Shibley			
_		ATM Check Deposit on 01/07 West Seattle Seattle WA 0000160	1.430.20		
1/7		ATM ID 1740A Card 1422			
1/7		Purchase authorized on 01/06 Panda Express #102 Burlen WA		13.20	
acc.		\$380005821073574 Card 1422			
1/7		ATM Withdrawal authorized on 01/07 West Scattle Seattle WA		40.00	5,057.6
		0000161 ATM ID 1740A Card 1422	797.1		
1/8		Purchase Return authorized on 01/08 The Home Depot 894	383.14		
		Scattle IVA 5620008544266723 Card 1422		16.57	
1/8		Purchase authorized on 01/06 Arco#07155Arco #07 Seattle WA		10.01	
		S480008731428834 Card 1422		63.70	
1/8		Purchase authorized on 01/06 The Home Depot #89 Scattle WA		(3.8.1)	
		\$580006793194548 Card 1422		180.08	
1/8		Purchase authorized on 01/06 The Home Dapot #89 Seattle WA		77.254	
770		S580007015251110 Card 1422 Purchase authorized on 01/06 The Home Depot #47 Scottle WA		49.18	
1/8		S460007143054949 Card 1422			
+ /0		Purchase authorized on 01/06 The Home Depot #89 Sesttle V/A		2.98	
1/8		\$380007182272078 Card 1422			2 444
1/8		ATM Withdrawal authorized on 01/08 West Seattle Scattle WA		40.00	-5,088.2
110		0000312 ATM ID 1740A Card 1422			

January 31, 2020 a Page 3 of 5



Check		Deposits/	Withdrawalls/	Ending daily
Date Number Description		Credits	Debits	halance
1/9 Purchase aut	norized on 01/07 The Home Depot #89 Scattle WA 97955 Card 1422		270.59	
1/9 Purchase aut \$3800081411	nonzed on 01/07 The Home Depot #89 Scattle V/A. 72105 Card 1422		57.86	
\$460008151	nanzed on 01/07 Arco#07155Arco #07 Seattle WA 45747 Card 1422		26.01	
\$4600088162	horized on 01/08 King County Dia Seattle WA 219161 Card 1422		61.49	4,673.49
Medical	kcd Deposit 200111 209210903888 Shibley	350.00		
1/13 Merchant Bar Medical	kcd Deposit 200110 209210953888 Shibley	500 00		
1/13 Merchant Bar Medical	nkcd Deposit 200112 209210953888 Shibley	600.00		
1/13 Purchase aut	horized on 01/09 The Home Depot #89 Seattle WA. 302296 Card 1422		258.81	
1/13 WF Bus Cred	it Auto Pay 200112 90225260033611 Shibley.Eric		266.54	5,598.14
1/17 Edeposit IN 8 St Scattle W	sranch/Store 01/17/20 05:08:07 Pm 4314 Sw Alaska	68.07		
1/17 Online Trans	fer to The A. Team Holdings, LLC Business Market xxxxxxx335 Ref #lb07Hnh4Fm on 01/117/20		4,500.00	1,166.2
1/21 Purchase Re	turn authorized on 01/16 The Home Depot #47 610018546087400 Card 1422	182.94		
1/21 Purchase Re	turn authorized on 01/17 The Home Depot #47 x 8610019695611436 Card 1422	119.90		
1/21 Purchase au	thorized on 01/16 The Home Depot 471 Bothell WA 423208 Card 1422		386,96	
1/21 Purchase au	thorized on 01/17 The Home Depot 847 Tukwila WA 869895 Card 1422		40.92	
1/21 Purchase au	thorized on 01/17 Shell Oil 57444981 Seattle WA. 055663 Card 1422		30.29	1,010.8
1/24 Purchase au	thorized on 01/23 Noourt "Waskagitsw Mount 3300023788934083 Card 1422		2.33	1,008.5
	e in A Branch/Store	423.83		3 20 2 6
	e in A Branch/Store	56.00		1,488.3
Ending balance on 1/31				1,488.38
Totals		\$6,333.11	\$8,861.90	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been pulsianding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount
5028	1/2	250 00

### Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wellsfargo com/feefag for a link to these documents, and answers to common monthly service fee questions.

Fee period 01/01/2020 - 01/31/2020	Standard monthly service fee \$10.00	You paid \$0.00
How to avoid the monthly service fee	Desiuper muminiM	This fee period
Have any ONE of the following account requirements		

Business to Business ACH: If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.

January 31, 2020 - Page 4 of 5



Monthly service fee summary (continued)

How to avoid the monthly service fee Average ledger balance Minimum required \$500.00 This fee period \$2,932.00 ☑

Account transaction fees summary

Service charge description	Units used	Units included	Excess	Service charge per excess units (5)	Total service charge (\$)
Cash Deposited (\$)	0	3,000	0	0.0030	0.00
Transactions	20	50	0	0.50	0.00
Tetal sanisa chassas				2702	\$0.00

January 31, 2020 Page 5 of 5



Total amount \$

### General statement policies for Wells Fargo Bank

■ Notice: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

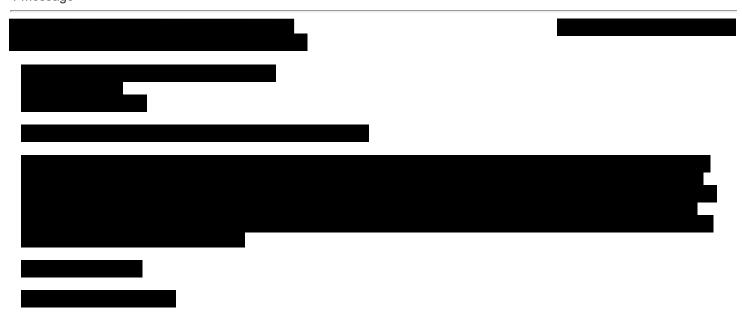
You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Ac	count Balance Calculation Worksheet	Number	Items Outstanding	Amount
1.	Use the following worksheet to calculate your overall account balance			
	Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.			
3	Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from provious months) which are listed in your register but not shown on your statement.			
EN	TER			
A.	The ending balance			
	shown on your statement			
AD	0			-
В.	Any deposits listed in your \$			_
	register or transfers into \$			
	your account which are not \$			
	shown on your statement + 5			
	TOTAL \$			
CA	LCULATE THE SUBTOTAL			
	(Add Parts A and B)	-		
SU	BTRACT			
C.	The total outstanding chacks and			
	withdrawals from the chart above			
CA	ALCULATE THE ENDING BALANCE			
	(Part A + Part B - Part C)			
	This amount should be the same			
	se the current balance shown in			
	your check register	-		



# Fwd: WOMPLY/HARVEST SBF- PPP NOTE & ACH AUTHORIZATION Loan #4593717205 for SS1 LLC

1 message



From: Shibley Medical <shibleymedical@outlook.com>

**Date:** May 28, 2020 at 10:26:53 PM PDT **To:** Jeremy Osaki <josaki@harvestcref.com>

Subject: Re: WOMPLY/HARVEST SBF- PPP NOTE & ACH AUTHORIZATION Loan #4593717205 for

SS1 LLC

Hi Jeremy,

Your boss called earlier and asked for couple of names to verify that they are working on site , They know me by my name and 'A Team', they are :

1. Mataese Tela 9664 Phone: 206-629-2468

2.Eric Pula 2825 phone:253-740-2750

3.David sandoval/Tika 0074 Phone:206-326-8690

4.Ronald Reel 2237 Phone: 206-376-1683

5.Sam Morgan 3218 phone: 206-225-4313

6. Carlita Lopez 6676

Phone: 206-806-3150

7. Lisa Velotta 0046 phone : 206-929-5458

8. Jerome Muna 3416 phone : 253-785-1441

9. Sarieck Butler-Hem 9367

Phone: 206-376-6874

10.Ronisha Smith 0350 Phone: 206-566-9952

Please let me know when you are ready to send the funds back. I will send you a new voided check.

Thank you.

From: Shibley Medical

**Sent:** Thursday, May 28, 2020 3:58 PM **To:** Jeremy Osaki < josaki@harvestcref.com>

Subject: Re: WOMPLY/HARVEST SBF- PPP NOTE & ACH AUTHORIZATION Loan

#4593717205 for SS1 LLC

Just found out that number is not a federal case.

Sent from my iPhone

On May 27, 2020, at 3:38 PM, Shibley Medical <shibleymedical@outlook.com> wrote:

My cell phone is 2067717868. They started a federal case # 20SZ33 , that's crazy, I am dumbfounded.

Sent from my iPhone

On May 27, 2020, at 3:34 PM, Jeremy Osaki <josaki@harvestcref.com> wrote:

Hi there,

My apologies for the delay. Let me check with our Finance Team to see what can be done and I'll have someone from Finance reach out to you, most likely some time tomorrow morning. What's the best number to reach you at?

Regards,

Jeremy Osaki Senior Vice President Asset Acquisition Specialist

josaki@harvestsbf.com www.harvestsbf.com

<image001.png>

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

From: Shibley Medical [mailto:shibleymedical@outlook.com]

Sent: Wednesday, May 27, 2020 11:25 AM

To: Jeremy Osaki <josaki@harvestcref.com>; pppnotes

<pppnotes@harvestcref.com>

Subject: Re: WOMPLY/HARVEST SBF- PPP NOTE & ACH

AUTHORIZATION Loan #4593717205 for SS1 LLC

Hi Jeremy,

This PPP loan ACH got returned back to your bank. Can you please send it to another bank? I will send you a voided check for the new account if that is okay.

Thank you.

From: Shibley Medical <shibleymedical@outlook.com>

Sent: Tuesday, May 12, 2020 9:26 PM

To: Jeremy Osaki <josaki@harvestcref.com>;

pppnotes@harvestcref.com <pppnotes@harvestcref.com>
Subject: Re: WOMPLY/HARVEST SBF- PPP NOTE & ACH

AUTHORIZATION Loan #4593717205 for SS1 LLC

Hi Jeremy,

Do you have any update when the ACh will be initiated on this PPP loan, PPP NOTE & ACH AUTHORIZATION Loan #4593717205 for SS1 LLC

Thank you.

From: Jeremy Osaki <josaki@harvestcref.com>

**Sent:** Wednesday, May 6, 2020 1:59 AM

To: Shibley Medical <shibleymedical@outlook.com>

Subject: RE: WOMPLY/HARVEST SBF- PPP NOTE & ACH

AUTHORIZATION Loan #4593717205 for SS1 LLC

Please be sure to send your executed documents directly to <a href="mailto:pppnotes@harvestcref.com">pppnotes@harvestcref.com</a> or fax to **949.534.9007**, if you haven't already done so.

Regards,

**Jeremy Osaki** Senior Vice President

Asset Acquisition Specialist

josaki@harvestsbf.com www.harvestsbf.com

<image001.png>

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

From: Shibley Medical [mailto:shibleymedical@outlook.com]

Sent: Tuesday, May 05, 2020 12:20 PM
To: Jeremy Osaki < josaki@harvestcref.com>

Subject: Re: WOMPLY/HARVEST SBF- PPP NOTE & ACH

AUTHORIZATION Loan #4593717205 for SS1 LLC

Please find attached signed loan doc and voided check for ACH for the PPP loan.

Thank you.

From: Jeremy Osaki <notifications@venturesgo.com>

**Sent:** Tuesday, May 5, 2020 7:35 AM

To: Eric Shibley <shibleymedical@outlook.com>

Subject: WOMPLY/HARVEST SBF- PPP NOTE & ACH

**AUTHORIZATION** 

#### Dear Borrower,

Congratulations! Your PPP loan request has been approved by the SBA. Please review and execute the attached PPP Note and ACH Authorization. Once completed, please send the executed PPP Note and ACH Authorization and a copy of a voided check from the account you would like your loan proceeds deposited to pppnotes@harvestcref.com or fax to 949.534.9007. We are working extremely hard on your behalf and anticipate disbursing funds beginning on Friday, May 8<sup>th</sup>. We appreciate your patience. Thank you.

**IMPORTANT:** Please be sure to send all of the items below, in the same email to pppnotes@harvestcref.com:

- Executed PPP Note
- Completed ACH Authorization
- Copy of voided check/letter from bank (including Account Name, Account#, Routing#)
- Please include the SBA Loan Number and your Business Name (found in your Note) in the subject line of the email to ensure timely processing and disbursement of your funds.

**PLEASE NOTE:** If you already received loan documents from Round 1, you still need to execute this new set of loan documents and return them in order for us to comply with the *Paycheck Protection Program Liquidity Facility*.

The language in the PPP Note is non-negotiable, however if you identify any errors *in the loan amount and/or borrowing entity name*, please contact Jeremy Osaki at josaki@harvestsbf.com and copy (cc) support@womply.com to ensure a timely response. For ALL other questions email ppp@harvestcref.com. Thank you.



Fw: Welcome

Message

From: Shibley Medical <shibleymedical@outlook.com>

Sent: Thursday, June 25, 2020 10:37 PM

To: Mario Davis <mdavis@pinnaclesignature.com>

Subject: Re: Welcome

I uploaded everything for 2018,2019 and 2020 in your portal. I dont have employee payroll or demographics but my total headcount since 2019 is approx 200, including the turnovers which is pretty high.2018 tax is going to be bank account based, however 2019 and 2020 tax filing is cash based. I probably won't even try to download the 2019 and 2020 bank statements and try to reconcile because its mostly cash in terms of income and expense. Major expense was employee payroll. I probably owe approx half million in payroll tax. Due to their transient nature, most of my employees received somewhere between 8k to 12K salary per year in 2019 and 2020, however they all are below 13K/year, so my understanding is no income tax withholding was necessary.

2019, I probably made around \$500K net profit among the 5 businesses together with SS1 LLC making approx 200K, The A team Holdings LLC approx 100K, ES1 LLC 70k, Eric R Shibley MD PLLC approx 65K, SFC LLC approx 65K. Dituri Construction was formed in 01/2020, so there is no 2019 filing for it.

The commercial real estate at 4700 36th Ave SW Seattle WA 98126 was bought in 06/2015 with a sale price of \$1 million. After that I did approx. \$125K remodeling and renovations to it.I am trying to find out how to get the depreciation calculation done and offset the 2019 income tax which would probably be around 85K altogether.

Its a urgent tax filing, so please get these ready my mid or early next week or sooner, if possible. I have been trying to prevent the FBI to take my gadgets and make my life impossible before I could even file this taxes. They have already frozen all the PPP and EIDL money they approved so far.

Thank you.

Case 2:20-cr-00174-JCC Document 137-13 Filed 11/26/21 Page 280 of 282 From: Mario Davis <mdavis@pinnaclesignature.com>

**Sent:** Thursday, June 25, 2020 9:48 PM

To: shibleymedical@outlook.com <shibleymedical@outlook.com> Cc: Carol Dewey <cdewey@guardianpointepwm.com>; Phebe Fugua

<pfuqua@pinnaclesignature.com>

Subject: Welcome

Hello Doctor.

Please find the attached application for you to complete so that we can begin reviewing your case. Once we receive this back along with your documents discussed we can develop a strategy for moving forward.

**Mario Davis** Senior Accountant for the firm **Pinnacle Signature Group Inc.** 927 Beville Road Suite 109 South Daytona, Florida 32119 o.(386)675-6595 f. (386)675-6596 www.pinnaclesignature.com

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PLAINTIFF'S **EXHIBIT EXHIBIT** V. ERIC SHIBLEY,

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The Honorable John C. Coughenour

## UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

Defendant.

NO. CR 20-174 JCC

STIPULATION OF THE PARTIES REGARDING CITY OF ANACORTES vs. ERIC SHIBLEY

The United States of America, by and through Laura Connelly, Trial Attorney for the United States Department of Justice, and Brian Werner, Assistant United States Attorney for the Western District of Washington, and Defendant Eric Shibley, and his counsel, Michael Nance, hereby stipulate to the following:

On December 13, 2018, the Defendant Eric Shibley signed a sentence order 1. that he was sentenced to a 24-month term of probation in Skagit County District Court for a misdemeanor offense. Mr. Shibley's term of supervision expired in December 2020.

The jury may accept the above-stated facts as if they had been proven beyond a reasonable doubt at trial.

Nothing in this Stipulation restricts the ability of either party to present additional evidence regarding the transaction described above. DATED this Ich day of November, 2021. LAURA CONNELLY Department of Justice Trial Attorney Defendant **BRIAN WERNER** MICHAEL NANCE Assistant United States Attorney Attorney for Defendant